

**THE VILLAGE OF DEXTER
VILLAGE COUNCIL MEETING
MONDAY July 9, 2007**

*******7:30pm*******

Dexter Senior Center, 7720 Dexter Ann Arbor Road

A. CALL TO ORDER AND PLEDGE OF *ALLEGIANCE*

B. ROLL CALL: President Seta J.Carson P. Cousins S. Keough
 J. Semifero R. Tell D. Fisher

C. APPROVAL OF THE MINUTES

1. Regular Council Meeting Minutes – June 25, 2007 **Page#1-6**

D. PRE-ARRANGED PARTICIPATION:

Pre-arranged participation will be limited to those who notify the Village office before 5:00 p.m. Tuesday of the week preceding the meeting, stating name, intent and time requirements. (10-minute limit per participant)

1. Wireless Washtenaw Update-Bill Lockwood of 20-20 Communications
2. WCRC Representative- Discuss timeline for Phase 2 Funding Proposal, see support documents under Old Business K-2

E. APPROVAL OF AGENDA:

F. PUBLIC HEARINGS

Action on each public hearing will be taken immediately following the close of the hearing

G. NON-ARRANGED PARTICIPATION:

Non-arranged participation will include those in the audience not listed on the agenda that wish to speak. At the Village President's discretion, members of the audience may be called on to speak at any time. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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H. COMMUNICATIONS :

1. Elected Officials, Staff and Board Members
2. Scio Township Planning Fair- Monday, August 13, 2007

Page#7-8

I. REPORTS:

1. Community Development Manager

Page#9

2. Board and Commission Reports
DAFD Representative-Joe Semifero

3. Subcommittee Reports

4. Village Manager Report

Page#11-17

5. President's Report

J. CONSENT AGENDA

Bills & Payroll will be a standing item under consent agenda. Discussion of the Budget and Financial matters will be covered under the Presidents Report as a standing item. Items under consent agenda are considered routine and will be acted upon in one motion. There will be no separate discussion of these items unless a Council Member so requests, and the item will be removed from Consent and added to the regular agenda at the end of New Business.

1. Consideration of: Bills & Payroll in the amount of: **\$120,001.05**

Page#19-24

2. Consideration of: Request from St. Joseph Catholic Church for conditional approval of their event "A Running Race" in the neighborhood of St. Joseph Church on Saturday, July 21, 2007 from 7:00 to 8:00 p.m.

Page#25-27

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K. OLD BUSINESS- Consideration and Discussion of:

1. Consideration of: Recommendation from Planning Commission to approve the Preliminary Site Plan for the Dexter Wellness Center.
Postponed from the June 11,2007 meeting.

Page#29-47

2. Consideration of: Main Street Bridge Project – Phase 2 Funding Update

Page#49-52

L. NEW BUSINESS- Consideration and Discussion of:

1. Consideration of: Recommendation from Planning Commission to adopt proposed amendments to Article 19, Planned Unit Development Regulations.

Page#53-77

2. Consideration of: Recommendation from Planning Commission to approve K-Space Associates Combined Site Plan #1

Page#79-96

3. Consideration of: Recommendation to accept the Proposal for Design Services from OHM for the Dexter-Ann Arbor Road Improvements Project

Page#97-112

4. Consideration of: RESOLUTION FOR THE DEDICATION OF PUBLIC RIGHT OF WAYS AND UTILITIES FOR DEXTER CROSSING PHASES 1 THROUGH 5A

Additional Documents Separate in Packet Page#113-128

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5. Consideration of: Recommendation to approve the intent to contract with the Washtenaw County Sheriff for three (3) deputies for 2008 and 2009.

Page#129-140

6. Discussion of: Draft 3-Party Agreement for Dam Removal Project

Page#141-148

M. COUNCIL COMMENTS

N. NON-ARRANGED PARTICIPATION

Same as item F. Those addressing the Council will state their name, and address. This section is limited to 5-minutes per participant or 10-minutes for group representatives.

O. ADJOURNMENT:

"This meeting is open to all members of the public under Michigan Open Meetings Act."

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**DEXTER VILLAGE COUNCIL
REGULAR MEETING
MONDAY, JUNE 25 2007**

Minutes- June 25, 2007

AGENDA Page 1 of 6
7-9-07
ITEM C-1

A. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order at 7:30 by President Pro Tem Keough in the Dexter Senior Center located at 7720 Dexter Ann Arbor Rd. in Dexter, Michigan

B. ROLL CALL:

S. Keough J. Carson
D. Fisher P. Cousins
J. Semifero R. Tell
J. Seta abs

C. APPROVAL OF THE MINUTES

Minutes of the Regular Council meeting of June 11, 2007.

Motion Semifero, support Carson to approve the minutes as amended to correct the vote re: NEW BUSINESS L.1., the vote was to adopt the 2007/08 budget.

Ayes: Cousins, Fisher, Semifero, Tell, Carson, Keough.

Nays: none

Motion carries

D. PREARRANGED PARTICIPATION

None

E. APPROVAL OF THE AGENDA

Motion Fisher, support Carson to approve the agenda as amended to include Item L. 10. 60 day extension re: Village Manager Review, and Item J. 2 add A. R. Brouwer Co. invoice for \$225666.00 added under consent agenda.

Ayes: Semifero, Tell, Carson, Fisher, Cousins, Keough.

Nays: none

Motion carries

F. PUBLIC HEARINGS

Public hearing for the proposed 2007/08 Budget.

Hearing open at 7:34

Hearing closed at 7:35

no public comment

Consideration of: RESOLUTION TO ESTABLISH 2007/08 BUDGET.

Motion Semifero, support Carson to approve the resolution establishing 2007/08 budget.

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Keough.

Nays: none

Motion carries

G. NON-ARRANGED PARTICIPATION:

None

H. COMMUNICATIONS:

None

I. REPORTS

1. Community Development Manager
Report and ZBA Notice of Decision
2. Board and Commission reports
3. Subcommittee reports
4. Village Manager Report
Mrs. Dettling submits her report as per packet
5. President's Report

J. CONSENT AGENDA

1. Consideration of: Bills and Payroll in the amount of \$170,478.51
2. A. R. Brouwer invoice for \$225,666.00 approval for payment.

Motion Fisher, support Semifero to approve the consent agenda as presented.

Ayes: Tell, Carson, Cousins, Fisher, Semifero, Keough.

Nays: None

Motion carries

K. OLD BUSINESS-Consideration and Discussion of:

1. Consideration of: New 425 agreement or revised 425 agreement between the Village and Scio for the high school property to include the Gordon Hall property as an alternative to signing a reimbursement agreement with Scio.

postponed from the May 14th meeting, schedule a joint meeting with Scio Township

follow up from the June 18th joint session re: 425 agreement
follow up Village Contribution to purchase Gordon Hall

Motion Cousins, support Fisher to release \$20,000 payment at this time re: Village contribution to purchase Gordon Hall. (attorney charges to Village not to be deducted)

Ayes: Carson,Cousins,Fisher,Semifero,Tell,Keough.

Nays: none

Motion carries

2. Consideration of: Recommendation from Planning Commission to approve the preliminary site plan for the Dexter Wellness Center.

Postponed from the June 11, 2007 meeting NO ACTION

3. Consideration of : Main St. Bridge Project- Phase 2 funding Update

Motion Semifero, support Cousins to commit \$500,000 toward phase 2 funding of the Main St. Bridge project (first 2 years of a ten year bond payment schedule)

Ayes: Cousins,Fisher,Semifero,Tell,Carson,Keough.

Nays: none

Motion carries

Motion Carson, support Fisher to authorize an attorney to draft a “ hold harmless “ agreement re: the dam in an amount not to exceed \$3,000.

Ayes: Semifero,Tell,Carson,Fisher,Cousins,Keough.

Nays: none

Motion carries

L. NEW BUSINESS-Consideration of and Discussion of:

1. Consideration of: Recommendation to adopt the 2006/07 Final Budget amendments.

Motion Cousins, support Carson to adopt the 2006/07 final budget amendments as presented.

Ayes: Semifero, Tell, Fisher, Carson, Cousins, Keough.

Nays: none

Motion carries

2. Consideration of: Recommendation to approve the professional services agreement from URS for the Dam removal-stream restoration project.

Motion Carson, support Fisher to approve the professional services contract from URS for the dam removal-stream restoration project as approved by legal counsel.

Ayes: Tell, Carson, Cousins, Fisher, Semifero, Keough.

Nays: none

Motion carries

3. Consideration of: Recommendation to reappoint Scott Bell, Thom Phillips, and Matt McCormack to planning commission to terms that expire June 2010.

Motion Cousins, support Fisher to approve the reappointments as heretofore described.

Ayes: voice vote, all

Nays: none

Motion carries

4. Consideration of: Recommendation to reappoint Karen Jovanelly and Paul Kepler to the parks commission to terms that expire April 2010.

Motion Semifero, support Fisher to approve the reappointments as heretofore described.

Ayes: voice vote, all

Nays: none

Motion carries

5. Consideration of: Recommendation to reappoint Sandy Hansen and John Coy to the Tree board to terms that expire June 2010.

Motion Cousins, support Carson to approve the reappointments as heretofore described.

Ayes: voice vote, all

Nays: none

Motion carries

6. Consideration of: Recommendation from planning commission to approve the special land use permit for the Mill Creek Building with the two conditions as outlined in Item L 6. , agenda 6-25-07 and also excluding the portion of the motion that identifies the project as " the Mill Creek Building".

Motion Tell, support Carson to approve the recommendation from planning commission for the special land use re: parcel #s 08-06-210-006 and 08-06-210-007.

Ayes: Semifero,Tell,Fisher,Carson,Cousins,Keough.

Nays: none

Motion carries

7. Discussion of: Request to amend Article 15b of the Zoning Ordinance- Dexter Ann Arbor Road Corridor Access Management.

Motion Carson, support Semifero to forward Item L. 7 , agenda 6-25-07 to planning commission for review.

Ayes: Tell,Carson,Cousins,Fisher,Semifero,Keough.

Nays: none

Motion carries

8. Discussion of: Request to amend Article 22 of the Zoning Ordinance- Administration and Enforcement.

Motion Cousins, support Semifero to forward Item L. 8 , agenda 6-25-07 to planning commission for review.

Ayes: Carson,Cousins,Fisher,Semifero,Tell,Keough.

Nays: none

Motion carries

9. Discussion of: Request to amend Article 4 of the Zoning Ordinance- nonconformities

Motion Semifero, support Tell to forward Item L. 9 agenda 6-25-07 to planning commission for review. (village staff to work with consultants)

Ayes: Cousins,Fisher,Semifero,Tell,Carson.Keough.

Nays: none

Motion carries

10. Consideration of: 60 day extension re: Village Manager review

Motion Cousins, support Fisher to approve an extension of 60 days re: Village Manager Review (Monday July 16th workshop, discuss Village Manager review process) also retroactivity re: outcome of review.

Ayes: Semifero,Tell,Carson,Fisher,Cousins,Keough.

Nays: none

Motion carries

M. COUNCIL COMMENTS

Fisher	No
Tell	No
Boyle	No
Cousins	Swimmer still swimming Huron River
Semifero	Call in votes in Ypsi, legal? request DDA rep to planning commission meeting Jeffords and Forest, traffic warrants? I-94 paving at night, could Village emulate? MAV property drive in ROW, can Village remove?
Carson	425 committee to have a document for July 16 th meeting plan meeting for July 30 th , both boards DDA and planning to review site plans?

N. NON-ARRANGED PARTICIPATION

None

O. ADJOURNMENT

Motion Fisher support Semifero to adjourn at 9:44
Unanimous voice vote

Respectfully submitted,

David F. Boyle
Clerk, Village of Dexter

Approved for Filing:_____

AGENDA 79-07ITEM H-1,2

Village of Dexter Elected Officials, Staff, and Board Members

Elected Officials				
Name	Address	Home Phone #	Work / Other Phone #	Term Expires
Donna Fisher	3035 Inverness	734-649-5169	424-4100 x1505	Nov-10
Jim Carson	402 Cambridge	734-502-4257	w/fax 424-9288	Nov-10
Ray Tell	3539 Hudson	426-3398		Nov-10
David Boyle - Clerk	3215 Boulder Ct.	424-0836	424-0867	Nov-08
Jim Seta, President	411 Cambridge	424-1512	414-6826	Nov-08
Joe Semifero	3214 Boulder Ct.	424-2739		Nov-08
Paul Cousins	7648 Forest	426-4765		Nov-08
Shawn Keough-Pro tem	8222 Webster	426-5486		Nov-08

Planning Commission				
Name	Address	Home Phone #	Work / Other Phone #	Term Expires
Jim Carson - Ex Officio	402 Cambridge	734-502-4257	w/fax 424-9288	
Derk Wilcox	3584 S Wilson Ct.	424-0625		Jun-08
John Bellefleur	8437 Parkridge Dr.	734-904-4305		Jun-08
Kim Clugston	7014 Ulrich	426-6351	327-1128	Jun-09
Mary Kimmel	3290 Central St.	426-0953		Jun-09
Matt Kowalski	7652 Grand St.	424-9977	997-1517	Jun-09
Matt McCormack	3379 Central	426-3886		Jun-10
Scott Bell	3232 Glacier Ct.	424-2084	332-1210 x168	Jun-10
Thomas Phillips	7175 Ulrich	426-5355	663-4189	Jun-10

Zoning Board of Appeals				
Name	Address	Home Phone #	Work / Other Phone #	Term Expires
Eric Bombery	445 Cambridge		734-649-3312	Jun-08
Jim Lester (Alternate)	7615 Cottonwood	426-3865		Jun-08
Sandra Hansen, Chair	7880 Fifth St.	426-3337	426-8222	Jun-08
Bob Stacey (Alternate)	7915 Fourth Street	426-4244		Jun-09
Jon Rush	7930 Fifth Street	426-4300		Jun-09
Mary Kimmel	3290 Central Street	426-0953		pc rep
Ex Officio-Ray Tell	3539 Hudson			vc rep

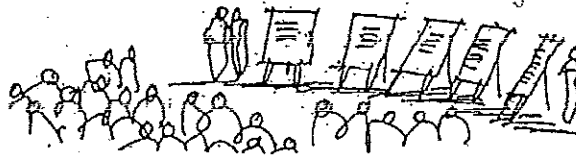
Parks Commission				
Name	Address	Home Phone #	Work / Other Phone #	Term Expires
John Coy	8033 Huron Street	426-2103		Apr-08
Alan Green	8368 Parkridge	424-3720	262-9071	Apr-08
Deanna Steffey	317 Cambridge	424-9879		Apr-09
Toni Henkemeyer, Chair	3242 Fieldstone	426-2368	477-7246	Apr-09
Paul Kepler	3648 South Downs	424-9939		Apr-10
Karen Jovanelly	7002 Ulrich	424-9560	734-417-2440	Apr-10
Joe Semifero	3214 Boulder			ex-officio

Tree Board				
Name	Address	Home Phone #	Work / Other Phone #	Term Expires
John Coy	8033 Huron Street	426-2103		Jun-10
Cindy Henes	3374 Central Street	426-0973		Jun-09
Jeff Peters	3452 Central Street	426-2103		Jun-09
Sandy Hansen	7880 Fifth Street	426-3337		Jun-10

Staff and Agents			
Name	Title / Function	Home Phone #	Work / Other Phone #
Donna Dettling	Village Manager		426-8303 ext 11
	Assistant Village Manager		426-8303 ext 17
Marie Sherry	Finance		426-8303 ext 14
Allison Bishop	Community Development Manager		426-8303 ext 15
Erin Aiken	Utility, Billing & Taxes		426-8303 ext 12
Brenda Tuscano	Parking/Administration		426-8303 ext 10
Edward Lobdell	Public Services Superintendent		426-4572
Sgt. Beth Gieske	Sheriff's Department	734-473-0455(V)	426-0228 or 971-9042
Loren Yates	Fire Department Chief		426-4500
Doug Lewan	Planning Consultant		665-2200 fax: 662.1935
Christine Cale	Village Engineer - OHM		W: 734-466-4575
Rhett Gronevelt	Village Engineer - OHM		W: 734-466-4582
Don Price	Dexter Schools Bldg & Grounds		368-7647

Please join us at a Planning Fair to lend your input on Scio's future

Monday, August 13, 2007: 7:00-9:00 pm
Washtenaw Intermediate School District
1819 South Wagner Rd., Ann Arbor, MI 48106



Do not miss this opportunity to be heard! Mark Your Calendars

Scio Township is sponsoring a Planning Fair to receive input from the public regarding the Township's Master Land Use Plan.

Join your neighbors and Township officials to learn about the results of the recent public opinion survey and exchange ideas on the future of **your** community.

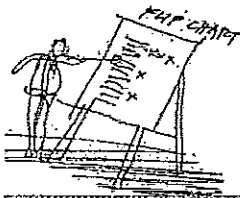
The Scio Township Master Land Use Plan articulates a vision for the Township's future growth and development. It is the guiding document for future decision-making,

outlining the goals and objectives for the Township's activities for the coming years.

The Planning Fair will be informal and its success is dependent upon your participation.

Complimentary refreshments will be provided.

Tell Us Your Ideas On.....



- Residential Development
- Economic Development
- Farmland Preservation
- Open Space and Land Preservation
- Parks and Recreation
- Community Facilities and Services
- Transportation
- Greenway and Trail Development
- Jackson Road Corridor
- Intergovernmental Cooperation

Please direct all inquiries Doug Lewan @ 734.662-2200 or 665.2123



VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE
8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Report
Date: July 9, 2007

Planning Commission

Ordinance Amendments – The Planning Commission has set public hearings for ordinance amendments for Articles 2, Open Space definition, Article 21, Site Plan Review and Approval and Article 22, Administration and Enforcement for August 6, 2007 at 7:30 pm. Staff will work with our planning consultant on possible amendments to Article 4, Nonconformities. The Planning Commission established a subcommittee to review Article 15B, Ann Arbor Road Corridor Standards and consider a recommendation for the Baker Road Corridor Standards pursuant to the Master Plan amendments adopted last year.

PC Elections – The Planning Commission held officer elections at the July meeting. The officers will remain the same for another year with Matt Kowalski, Chair, Scott Bell, Vice Chair and Kim Clugston, Secretary.

DDA Development Plan – The Planning Commission postponed a recommendation on the DDA Development Plan because the DDA's consultant could not attend the meeting to present the plan.

Schulz Development Project (Mill Creek Building) – The Planning Commission discussed the parking lot configuration of the Schulz Development proposal and the DDA's comments/concerns. The Planning Commission moved to support the on street parking configuration per the DDA Development Plan. The plan will be before the DDA again on the 12th and then before the Village Council on July 23rd. The subcommittee is also planning to meet again on July 17th to finalize the purchase agreement details for parcel 006 owned by the Village. Please contact me prior to the meeting with any questions.

Please feel free to contact me prior to the meeting with questions.

Thank you,

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council Members
From: Donna Dettling, Village Manager
Date: July 9, 2007
Re: VM Report

1. Meeting Review:
 - June 27th – Met with Steve Estey of Dykema re: FOIA
 - June 29th – Mr. Robert's review documents in FOIA request
 - July 3rd – Staff update meeting with Brouwer DPW Project
 - July 3rd – WCRC Board Meeting
 - July 3rd - Staff review of Assistant Village Manager applicants
2. Assistant Village Manager Search. Marie, Allison and I have reviewed all 72 applicants and put them into NO..YES..MAYBE categories. There were 13 people in the YES stack that I have been doing phone interview eliminations on, similar to when John was hired. The plan is to narrow the interview group to 3 minimum 5 maximum in person interviews.
3. Water Supply Update. Attached to my report is the email update I sent on June 29, 2007. I do not have additional information by print time of the packet. I hope to secure additional information by Monday night and provide a verbal update. I am working with Evelyn Shirk to coordinate a joint Board meeting between DCS Board and Village Council, in the July/August time frame to share information and review the next steps in the process.
4. FOIA Request 1981 Promulgation Agreement. Attached to my report is the formal response to the FOIA request received by the village on June 15th.
5. Bike Race. The DAFD and WCSD provided feedback on the race. This information is included with my report. I have received one complaint call regarding the race and its inconvenience to the residents in the area.
6. DDA Development Plan. The Planning Commission is reviewing the DDA Development Plan and Council will receive it after the Planning Commission has acted on the Plan, probably at the first meeting in August.

Donna Dettling

From: Donna Dettling [ddettling@villageofdexter.org] on behalf of Donna Dettling
Sent: Friday, June 29, 2007 12:52 PM
To: 'rosie@cookiemomster.com'; 'jcarson@aiserv.net'; 'millpond89@comcast.net'; 'd.fisher@dexter.k12.mi.us'; 'skeough@wadetrim.com'; 'jrsemifero@yahoo.com'; 'jwseta@yahoo.com'; 'ellistell@aol.com'; 'Donald Price (E-mail)'; 'Evelynn Shirk (E-mail)'
Cc: 'Ed Lobdell (E-mail)'
Subject: 5th Well Update

Contacts: Mr. David Boyle; Mr. James Carson; Mr. Paul Cousins; Ms. Donna L. Fisher; Mr. Shawn Keough; Mr. Joe Semifaro; Mr. Jim Seta; Mr. Ray Tell

Hello All,

As indicated in my report, Tuesday the 26th the well driller was on site and started at the Shield Road location. It was quickly determined that this was not an acceptable site and the driller moved to the location behind the High School off Parker near the wooded area.

Dan Whalen of Williams and Works confirmed that this is a "pretty decent site, it looks promising", however he warned that "he never counts his chickens until they are hatched". Dan secured a water sample for the chemistry profile that will be back by the end of next week. He also said the well is not very deep 80" and he plans to make preliminary contact with Bethel Skinker at MDEQ to discuss how this may or may not be an issue for MDEQ to permit this site for a municipal well site.

It looks like the Village and the DCS Board will want to get together in July, the week of July 9th or 16th would be the soonest data will be compiled to make it a worthwhile conversation. I will need to coordinate this meeting to make sure Dan Whalen can attend and discuss his findings and recommendations.

At any rate this is really good news toward the village's efforts to improve its water supply system rating as outlined in the Water System Evaluation report dated May 15, 2007 from the DEQ and provided in the May 29, 2007 manager report.

Donna Dettling
Village Manager
8140 Main Street
Dexter, MI 48130
Ph# 734-426-8303 X11
Fax# 734-426-5614



VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Village Council

Jim Seta
President

Joe Semifero
Councilperson

Jim Carson
Councilperson

Paul Cousins
Councilperson

Donna Fisher
Councilperson

Shawn Keough
President Pro-tem

Ray Tell
Councilperson

Administration

Donna Dettling
Manager

David Boyle
Clerk

Marie Sherry, CPFA
Treasurer/Finance Director

John Hanifan
Assistant Village Manager

Ed Lobdell
Public Services Superintendent

Allison Bishop, AICP
Community Development Manager

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
PROVIDER AND
EMPLOYER

www.
villageofdexter.org

June 28, 2007

Via fax First Class U. S. Mail

Mr. Mark Roberts
8415 Sandfield Court
Dexter, MI 48130

Re: Freedom of Information Request dated June 15, 2007


Dear Mr. Roberts,

The Village of Dexter ("Village") has completed its review of your Michigan Freedom of Information ("FOIA") request seeking correspondence in 2007 pertaining to the 1981 Promulgation Agreement. This letter constitutes a final decision and response to your FOIA request in accordance with Section 5(2) of the Act.

Please be advised that the Village has granted the request in part and denied the request in part as set forth herein. Non-Exempt documents responsive to your request will be made available for visual inspection at a mutually agreeable date and time ("Records"). Pursuant to MCL 15.240(g), information and records subject to the attorney-client privilege are exempt from disclosure under FOIA and, therefore, your request for that information is denied. Please contact Donna Dettling at 734 426-8303 (Extension 11), to schedule an appointment to inspect the Records during usual business hours (excluding weekends and holidays) from 9:00 A.M. to 5:00 P.M. You may make (or receive) copies of the Records at a cost of \$0.25 per copy.

Under Section 10 of FOIA if a public body makes a final determination to deny all or a portion of your request you may do one of the following: (1) Submit to the head of the public body a written request for a reversal that states the word "APPEAL" and identifies the reason(s) for requested reversal of the denial; (2) Commence an action in the circuit court to compel the public body's disclosure of the public records within 180 days after the public body's final determination to deny a request. Pursuant to Section 10 of FOIA, the court can award reasonable attorney fees, costs and disbursements.

Respectfully,


Donna Dettling, Village Manager

Cc: Dexter Village Council
Stephen R. Estey, Esq. Dykema

Donna Dettling

From: Beth Gieske [gieskeb@ewashtenaw.org]
Sent: Monday, July 02, 2007 1:46 PM
To: Dexterfireduck@aol.com; Donna Dettling
Cc: LorenYates@aol.com; Brian Filipiak (Sheriff Deputy)
Subject: RE: Bike Race follow-up

I have a 2 page letter of suggestions that I must proofread before I send it out to all of you. The short version is to do it properly and allow the Deps to have a break the contract should be for at least 2 more deputies. I pulled one of the recruits whose FTO was not in that day. We used him and me even though I was responsible for West Ops for the duration. The signage can be improved which should help with some traffic flow. I'm guessing from the article in the Ann Arbor News that this will just keep getting bigger.

Thanks to the firefighters for offering to bring the staff water at Main and Jeffords.

Beth

From: Dexterfireduck@aol.com [mailto:Dexterfireduck@aol.com]
Sent: Monday, July 02, 2007 12:37 PM
To: ddetting@villageofdexter.org
Cc: LorenYates@aol.com; ASTAUCH@aol.com; Beth Gieske
Subject: Bike Race follow-up

Mrs. Dettling

DAFD comments of this event is:

- 1) One medical call for service (directly related to the event)
- 2) General complaint of traffic in the village due to the roads been closed (noone wanting to know names and phone numbers however)
- 3) We (or anyone) will not get a report from HVA from there standby rig other than calls for service (Transports) due to no log or list required to be kept.
- 4) Traffic at Main & Jeffords was so bad (back-up to Baker) that WCSD had to put a sheriff on site to move the traffic faster.

Donald Dettling
 Fire Inspector
 Dexter Area Fire Department
 8140 Main St.
 Dexter, MI 48130
 Dexterfireduck@aol.com
 Dcdettling@dexterareafire.org
 Office: (734) 426-4500
 Fax: (734) 426-8537
 Cell: (734) 216-4002

See what's free at AOL.com.

7/3/2007



WASHTENAW COUNTY

OFFICE OF THE SHERIFF



2201 Hogback Road ♦ Ann Arbor, Michigan 48105-9732 ♦ OFFICE (734) 971-8400 ♦ FAX (734) 973-4624 ♦ EMAIL sheriff@ewashtenaw.org

DANIEL J. MINZEY
SHERIFF

HERBERT F. MAHONY
UNDERSHERIFF

To: Donna Dettling Village Manager
Jeffrey Turck, Dexter Bike & Sport

From: Sergeant Beth Gieske

Date: July 5, 2007

Reference: Le Tour de Dexter 2007

With this being my first year to participate in this event I thought that it went very well. There were a few things that I noticed through out the day which may provide the opportunity to improve the flow of traffic. There are also a couple of suggestions that I have regarding notifying the residents of the race and their vehicular travel during the race. Most of these things could be discussed and or facilitated with a follow up meeting. I would be happy to assist in any way that I can.

I can check with the Village DPW regarding the traffic signal at Main Street and Broad Street regarding the following. The modification of the signal so that the right turn lane from Broad Street onto Main Street and the left turn lane from Main Street onto Broad Street remain green during the event. It would also be helpful to have a Road Closed sign in the left turn lane from Broad onto Main forcing the traffic to remain in the right turn lane.

Consider the possibility of implementing no left turn onto Alpine Street from Main Street forcing everyone to turn left onto Broad Street, even if for a period of time 11:00-3:00pm. This should assist with the back up at Jeffords and Main Street. There would need to be a Road Closed sign on Alpine Street at Main Street.

The Farmers Market would be going on during this time and this road closure would have to be worked out through the Village. If there is a possibility of moving the Farmers Market for the day one alternative may be the alleyway next to the Monument building. Traffic can not enter or exit Main Street from that location. This could allow for the spectators to more easily notice and potentially visit the market. There are parking lots in the near vicinity which would hopefully not deter their business.

The racers need to be advised not to finish the race, blow through the road closed sign and the patrol vehicle at the intersection of Main Street and Broad Street entering a working intersection and then riding in circles to cool off. They are entering a working

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WASHTENAW COUNTY

OFFICE OF THE SHERIFF



intersection at a speed where they may not be able to stop safely if needed and they may not even have the right of way to do so. This is an extreme safety hazard for the cyclist, motorists, and pedestrians.

The alleyways passing through onto Second Street need to be blocked off. We used our cones to do this. The Detour sign for traffic on Second Street at Central routed the traffic out onto Mast Road heading away from town. I do not know if this was a mistake or not. If not I would suggest that some that signage be replaced or added directing the motorist to downtown and that the business' are open.

It would also be helpful to include YIELD to Pedestrian signage/stands that could be set up at Main Street and Broad Street. I can check with the Road Commission to see if it is possible to use I-94 signs with the arrows directing them around town and back out onto Dexter Ann Arbor to Zeeb Road.

It would be helpful if the detour signs be placed up at least a day prior to the event. Consider placing the road closed signs upright but off to the side of the roadway a day or so in advance so motorists would have some advance notice.

For the participants and volunteers it should be explained to them that parking their vehicle even partially in the roadway could cause them to have their vehicle towed. Next year at 8:00 one of the Deputies can check the course and any vehicles in the roadway be removed prior to the race. Hopefully the owner/driver could be located prior to the vehicle being impounded. The vehicle that was in the roadway this year belonged to a volunteer. If contact numbers (cell numbers) are obtained for the volunteers for the day of the race it would assist us in contacting them if necessary.

For the residents who live within the perimeter of the race I think the idea of a flyer is a great. It would be helpful if someplace on this flier there is a notation that for those living in the area that if they proceed to the coned intersection that they will be allowed through when safe to do so by the race volunteers. If there is advertisement in the Dexter Leader regarding the race it would be helpful to explain or display a map of the Village and the alternative routing that will be used during the race.

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During the event I and a recruit assisted the personnel that were here under the special contract for the day. I would be willing to discuss the possibility of increasing the number of Deputies contracted to ensure the safety and well being of all parties involved. There will also need to be some discussion regarding what can be worked out if there is a funeral procession needing to pass through during the race hours.

If I can be of any assistance in further discussions regarding this event please feel free to contact me, 424 0587. Thank you for the consideration given regarding the race.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sergeant Beth Gieske".

Sergeant Beth Gieske

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ITEM J-1

SUMMARY OF BILLS AND PAYROLL

[illegible]

DETAIL VENDOR LIST AND ACCOUNT SUMMARY PROVIDED

"This is the summary report that will be provided with each packet. Approval of the total bills and payroll expended, all funds will be necessary."

VENDOR APPROVAL SUMMARY REPORT

Date: 07/05/2007

Time: 4:28pm

Page: 1

Village of Dexter

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
A.R. BROUWER	A.R. BROUW	WALLACE BUILDING	15,640.00	0.00
ABSOLUTE INTERNET SERVICES	ABSOLUTE	INTERNET PROBLEM WWTP	127.00	0.00
ALEXANDER CHEMICAL CORPORATION	ALEXANDER	CREDIT	865.00	0.00
AMERICAN PLANNING ASSOCIATION	AMER PLANN	WEB CONFERENCE	205.00	0.00
ANN ARBOR TECHNICAL SERVICES	A2 TECHNIC	LAB SERVICES	100.00	0.00
APPLIED SCIENCE, INC.	APPLIED SC	WWTP DYE TESTING	4,886.10	0.00
ARBOR SPRINGS WATER CO.INC	ARBOR SPRI	VILLAGE OFFICE	35.25	0.00
AT&T	AT&T	734 426 8530 570 8	170.49	0.00
AVAYA, INC.	AVAYA, INC	SERVICE AGREEMENT	107.25	0.00
BENEDICT'S SERVICE INC.	BENED	CLEANED OUT TWO LINES	540.00	0.00
ALLISON BISHOP	MENARD/ALL	REIMBURSEMENT	29.18	0.00
JEFFERY BURSTEIN DDS	BURSTEIN	PATIENT: DENNIS SHERRY	900.00	0.00
CARDINAL GARDENS	CARDINAL	GENERAL GROUND WORK	1,173.00	0.00
CARLISLE-WORTMAN ASSOCIATES	CARL-WORT	MILL CREEK PROJECT	1,380.00	0.00
CHELSEA DOOR CO INC	CHEL DOOR	GARAGE DOOR TRACK	340.00	0.00
COMCAST	COMCAST	VILLAGE OFFICE	95.00	0.00
DEXTER AREA FIRE DEPARTMENT	DAFD	PLAN REVIEWS	1,200.00	0.00
DEXTER CARDS & GIFTS SHOP	DEX CARDS	OFFICE SUPPLIES	60.57	0.00
DEXTER PHARMACY	DEX PHARMA	SHIPPING	8.10	0.00
DEXTER SENIOR CITIZENS CENTER	DEX SENIOR	RENT	200.00	0.00
ANDREA DORNEY	DORNEY/AND	SHIPPING REIMBURSEMENT	51.70	0.00
DR. BARBARA WEHR	WEHR	PATIENT: AMANDA KNAPP	109.00	0.00
DTE ENERGY	DET EDISON	3219 953 0009 2	4,231.75	0.00
DTE ENERGY OUTDOOR LIGHTING	DTE OUTDOO	3219 953 0018 3	10.83	0.00
ESRI	ESRI		1,014.93	0.00
ETNA SUPPLY CO	ETNA SUPPL	METER READING EQUIPMENT	6,821.90	0.00
HACKNEY HARDWARE	HACKNEY	TUBE	250.41	0.00
JOHN DEERE LANDSCAPES	JOHN DEERE	PARTS	92.48	0.00
MCI	MCI	LONG DISTANCE SERVICE	13.47	0.00
MCNAUGHTON-MCKAY	MCNAUGHTON	ELECTRICAL SUPPLIES	587.22	0.00
MICHIGAN DEPT OF STATE	MICHIGAN D	NOTARY PAYMENT	10.00	0.00
NATIONAL CITY BANK	NAT CITY P	LEASE AGREEMENT	700.00	0.00
NORTHERN SAFETY CO INC	NORTHERN	5 DRAWER FILE	652.49	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	#0130-98-0023	31,703.00	0.00
PARTS PEDDLER AUTO SUPPLY	PARTS PEDD	CREDIT MEMO	289.96	0.00
PLANNING & ZONING CENTER, INC.	PLAN & ZON	SUBSCRIPTION	185.00	0.00
QUALITY COPY CENTER	QUAL COPY	WATER REPORT	312.75	0.00
ROMINE CONSTRUCTION L.L.C.	ROMINE	SIDEWALK BROAD	8,332.00	0.00
RONALD A. MEYER ELECTRIC, INC.	RON MEYER	TROUBLESHOOT MONUMENT PARK	320.00	0.00
MARIE A. SHERRY	SHERRY/MA	PRESCRIPTION COPAY	10.00	0.00
SPEARS FIRE & SAFETY SERVICES	SPEARS FIR	MAINTENANCE	132.05	0.00
SUPERIOR PLAY LLC	SUPERIOR	WOOD FIBER	2,753.00	0.00
U.S. FLAGPOLE INC.	U.S FLAGPO	RE ROPE FLAG POLE	420.00	0.00
URBAN FORESTER, INC	URBAN FORE	TREE PRUNING	1,000.00	0.00
WESTERN-WASH. AREA VALUE EXPR.	CATS	PUBLIC TRANSPORTAION	1,416.33	0.00
Grand Total:			89,482.21	0.00

INVOICE APPROVAL LIST BY FUND

Date: 07/05/2007

Time: 4:31pm

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Village of Dexter

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund								
Dept: Village Council								
		101-101.000-943.000	Council Ch	DEXTER SENIOR CITIZENS CENTER RENT	0	07/03/07	07/03/2007	150.00
Total Village Council								150.00
Dept: Village Treasurer								
		101-253.000-721.000	Health & L	JEFFERY BURSTEIN DDS PATIENT: DENNIS SHERRY	0	29387	07/05/2007	900.00
		101-253.000-721.000	Health & L	MARIE A. SHERRY PRESCRIPTION COPAY	0	07/05/07	07/05/2007	10.00
Total Village Treasurer								910.00
Dept: Buildings & Grounds								
		101-265.000-727.000	Office Sup	ARBOR SPRINGS WATER CO.INC VILLAGE OFFICE	0	962588	07/03/2007	35.25
		101-265.000-727.000	Office Sup	DEXTER CARDS & GIFTS SHOP OFFICE SUPPLIES	0	1099	07/03/2007	60.57
		101-265.000-920.001	Telephones	COMCAST VILLAGE OFFICE	0	07/03/07	07/03/2007	95.00
		101-265.000-943.001	Office Spa	NATIONAL CITY BANK LEASE AGREEMENT	0	07/03/07	07/03/2007	700.00
		101-265.000-955.000	Miscellaneous	HACKNEY HARDWARE MISC	0	782849	07/03/2007	7.86
		101-265.000-955.000	Miscellaneous	HACKNEY HARDWARE SHOE BOX	0	782828	07/03/2007	9.95
		101-265.000-955.000	Miscellaneous	HACKNEY HARDWARE PAPER PLATES	0	782808	07/03/2007	2.99
		101-265.000-955.000	Miscellaneous	HACKNEY HARDWARE KLEENEX	0	783051	07/03/2007	7.96
		101-265.000-970.000	Capital Im	A.R. BROUWER WALLACE BUILDING	0	1448	07/03/2007	6,400.00
Total Buildings & Grounds								7,319.58
Dept: Village Tree Program								
		101-285.000-803.000	Contracted	URBAN FORESTER, INC TREE PRUNING	0	20953	07/03/2007	1,000.00
Total Village Tree Program								1,000.00
Dept: Planning Department								
		101-400.000-727.000	Office Sup	ALLISON BISHOP REIMBURSEMENT	0	07/03/07	07/03/2007	2.50
		101-400.000-802.000	Profession	CARLISLE-WORTHMAN ASSOCIATES MAY SERVICE	0	276-119	07/03/2007	390.00
		101-400.000-820.001	Plan Rev	DEXTER AREA FIRE DEPARTMENT PLAN REVIEWS	0	07/03/07	07/03/2007	1,200.00
		101-400.000-861.000	Travel & M	ALLISON BISHOP REIMBURSEMENT	0	07/03/07	07/03/2007	26.68
		101-400.000-955.000	Miscellaneous	MICHIGAN DEPT OF STATE NOTARY PAYMENT	0	07/03/07	07/03/2007	10.00
		101-400.000-960.000	Education	AMERICAN PLANNING ASSOCIATION WEB CONFERENCE	0	07/03/07	07/03/2007	205.00
		101-400.000-960.000	Education	PLANNING & ZONING CENTER, INC. SUBSCRIPTION	0	07/05/07	07/05/2007	185.00
		101-400.000-977.000	Equipment	ESRI ARC VIEW	0	91568894	07/03/2007	14.93
		101-400.000-977.000	Equipment	ESRI	0	07/03/07	07/03/2007	400.00
Total Planning Department								2,434.11
Dept: Department of Public Works								
		101-441.000-721.000	Health & L	DR. BARBARA WEHR PATIENT: AMANDA KNAPP	0	07/05/07	07/05/2007	109.00
		101-441.000-740.000	Operating	HACKNEY HARDWARE TUBE	0	782820	07/03/2007	3.29
		101-441.000-740.000	Operating	HACKNEY HARDWARE BATTERY	0	782306	07/03/2007	15.98
		101-441.000-740.000	Operating	HACKNEY HARDWARE TAPE	0	782869	07/03/2007	5.26
		101-441.000-740.000	Operating	HACKNEY HARDWARE MARKER	0	782298	07/03/2007	5.98

INVOICE APPROVAL LIST BY FUND

Date: 07/05/2007

Time: 4:31pm

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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: General Fund							
Dept: Department of Public Works							
101-441.000-740.000	Operating		HACKNEY HARDWARE	0		07/03/2007	19.99
			DECK SPRAYER		782447		
101-441.000-740.000	Operating		HACKNEY HARDWARE	0		07/03/2007	10.47
			BLADE		783217		
101-441.000-740.000	Operating		NORTHERN SAFETY CO INC	0		07/03/2007	652.49
			5 DRAWER FILE		P178482501028		
101-441.000-740.000	Operating		HACKNEY HARDWARE	0		07/03/2007	9.49
			POP UP ASSEMBLY		782823		
101-441.000-740.000	Operating		HACKNEY HARDWARE	0		07/03/2007	17.97
			TUBE		782819		
101-441.000-802.000	Profession		CHELSEA DOOR CO INC	0		07/03/2007	340.00
			GARAGE DOOR TRACK		#74		
101-441.000-802.000	Profession		SPEARS FIRE & SAFETY SERVICES	0		07/03/2007	132.05
			MAINTENANCE		602923		
101-441.000-802.000	Profession		U.S. FLAGPOLE INC.	0		07/03/2007	420.00
			RE ROPE FLAG POLE		07/03/07		
101-441.000-920.000	Utilities		AT&T	0		07/03/2007	170.49
			734 426 8530 570 8		07/03/07		
Total Department of Public Works							1,912.46
Dept: Downtown Public Works							
101-442.000-740.000	Operating		JOHN DEERE LANDSCAPES	0		07/03/2007	82.04
			PARTS		12372158		
101-442.000-740.000	Operating		JOHN DEERE LANDSCAPES	0		07/03/2007	10.44
			PARTS		12360641		
101-442.000-802.000	Profession		DEXTER SENIOR CITIZENS CENTER	0		07/03/2007	50.00
			RENT		07/03/07		
101-442.000-802.000	Profession		RONALD A. MEYER ELECTRIC, INC.	0		07/03/2007	320.00
			TROUBLESHOOT MONUMENT PARK		9698		
101-442.000-802.000	Profession		CARDINAL GARDENS	0		07/05/2007	1,173.00
			GENERAL GROUND WORK		513		
Total Downtown Public Works							1,635.48
Dept: Parks & Recreation							
101-751.000-731.000	Landscape		SUPERIOR PLAY LLC	0		07/03/2007	1,623.00
			WOOD FIBER		07-0109C		
101-751.000-731.000	Landscape		SUPERIOR PLAY LLC	0		07/03/2007	1,130.00
			WOOD FIBER		07-0109B		
101-751.000-740.000	Operating		HACKNEY HARDWARE	0		07/03/2007	5.56
			POLY ELBOWS		783062		
101-751.000-740.000	Operating		HACKNEY HARDWARE	0		07/03/2007	9.65
			MALE ADAPTER		783415		
101-751.000-740.000	Operating		HACKNEY HARDWARE	0		07/03/2007	1.79
			BLACK ELBOW		783333		
101-751.000-955.000	Miscellaneous		HACKNEY HARDWARE	0		07/03/2007	24.45
			FLA WORKDAY		782098		
Total Parks & Recreation							2,794.45
Dept: Contributions							
101-875.000-965.001	CATS		WESTERN-WASH. AREA VALUE EXPR.	0		07/03/2007	833.00
			PUBLIC TRANSPORTATION				
101-875.000-965.004	WAVE		WESTERN-WASH. AREA VALUE EXPR.	0		07/03/2007	583.33
			DOOR TO DOOR				
Total Contributions							1,416.33
Fund Total							19,572.41
Fund: Major Streets Fund							
Dept: Contracted Road Construction							
202-451.000-803.000	Contracted		ORCHARD, HILTZ & MCCLIMENT INC	0		07/03/2007	462.00
			#0130-07-0031		116995		
202-451.000-803.000	Contracted		ROMINE CONSTRUCTION L.L.C.	0		07/03/2007	3,661.00
			SIDEWALK BROAD				
Total Contracted Road Construction							4,123.00
Dept: Traffic Services							
202-474.000-740.000	Operating		MCNAUGHTON-MCKAY	0		07/03/2007	587.22
			ELECTRICAL SUPPLIES		9247283-00		

Date: 07/05/2007
Time: 4:31pm
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Village of Dexter

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	
Account	Account	Abbrev	Invoice Description	Number	Number	Date	Amount
Fund: Major Streets Fund							
Dept: Traffic Services							
Total Traffic Services							587.22
Fund Total							4,710.22
Fund: Local Streets Fund							
Dept: Contracted Road Construction							
203-451.000-803.000	Contracted	ROMINE CONSTRUCTION L.L.C.	0	07/03/07	07/03/2007		4,671.00
SIDEWALK FIFTH							
Total Contracted Road Construction							4,671.00
Fund Total							4,671.00
Fund: Sewer Enterprise Fund							
Dept: Sewer Utilities Department							
590-548.000-740.000	Operating	HACKNEY HARDWARE	0		07/03/2007		26.94
		POUCH		782648			
590-548.000-740.000	Operating	HACKNEY HARDWARE	0		07/03/2007		13.99
		HEFTY BAGS		782924			
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION	0		07/03/2007		1,285.00
		CHEMICALS		0380643			
590-548.000-742.000	Chem Plant	ALEXANDER CHEMICAL CORPORATION	0		07/03/2007		-420.00
		CREDIT		0380644			
590-548.000-802.000	Profession	ABSOLUTE INTERNET SERVICES	0		07/03/2007		127.00
		INTERNET PROBLEM WWTP		3803			
590-548.000-802.000	Profession	BENEDICT'S SERVICE INC.	0		07/03/2007		540.00
		CLEANED OUT TWO LINES		07/03/07			
590-548.000-824.000	Testing &	ANN ARBOR TECHNICAL SERVICES	0		07/03/2007		100.00
		LAB SERVICES		2703			
590-548.000-824.000	Testing &	DEXTER PHARMACY	0		07/03/2007		8.10
		SHIPPING		07/03/07			
590-548.000-824.000	Testing &	ANDREA DORNEY	0		07/03/2007		51.70
		SHIPPING REIMBURSEMENT		07/03/07			
590-548.000-920.000	Utilities	DTE ENERGY	0		07/03/2007		65.19
		3219 953 0001 9		07/03/07			
590-548.000-920.000	Utilities	DTE ENERGY	0		07/03/2007		14.89
		3219 953 0009 2					
590-548.000-920.001	Telephones	AVAYA, INC.	0		07/03/2007		107.25
		SERVICE AGREEMENT		2725691388			
590-548.000-920.001	Telephones	MCI	0		07/03/2007		13.47
		LONG DISTANCE SERVICE		07/03/07			
590-548.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY	0		07/03/2007		202.98
		DEKA		358267			
590-548.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY	0		07/03/2007		8.19
		PERMATEX		358268			
590-548.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY	0		07/03/2007		-8.00
		CREDIT MEMO					
590-548.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY	0		07/03/2007		-4.00
		CREDIT MEMO		359736			
590-548.000-937.000	Equip Main	HACKNEY HARDWARE	0		07/03/2007		9.80
		AIR FILTER		783123			
590-548.000-977.000	Equipment	ESRI	0		07/03/2007		600.00
				91568103			
Total Sewer Utilities Department							2,742.50
Dept: Capital Improvements CIP							
590-901.000-974.000	CIP Capita	APPLIED SCIENCE, INC.	0		07/03/2007		4,886.10
		WWTP DYE TESTING		4599			
590-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC	0		07/03/2007		1,562.00
		# 0130-06-0021		116989			
590-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC	0		07/03/2007		13,200.00
		#0130-06-0027		116990			
590-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC	0		07/03/2007		4,008.50
		#0130-07-0021		116994			
590-901.000-974.000	CIP Capita	ORCHARD, HILTZ & MCCLIMENT INC	0		07/03/2007		2,270.00
		0130-07-0011		#116993			
Total Capital Improvements CIP							25,926.60

Date: 07/05/2007
Time: 4:31pm
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Date: 07/05/2007
Time: 4:31pm
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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	
Account	Account	Abbrev	Invoice Description	Number	Number	Date	Amount
Fund: Sewer Enterprise Fund							
							Fund Total
							28,669.10
Fund: Water Enterprise Fund							
Dept: Water Utilities Department							
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		07/03/2007		10.49
		SHOP TOWELS		783053			
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		07/03/2007		27.26
		PIPE		783319			
591-556.000-740.000	Operating	HACKNEY HARDWARE	0		07/03/2007		3.29
		FUNNEL		783336			
591-556.000-802.000	Profession	QUALITY COPY CENTER	0		07/03/2007		312.75
		WATER REPORT		070171			
591-556.000-920.000	Utilities	DTE ENERGY	0		07/03/2007		4,107.31
		2949 542 0006 8					
591-556.000-920.000	Utilities	DTE ENERGY	0		07/03/2007		44.36
		3219 953 0008 4					
591-556.000-920.000	Utilities	DTE ENERGY OUTDOOR LIGHTING	0		07/03/2007		10.83
		3219 953 0018 3		07/03/07			
591-556.000-937.000	Equip Main	PARTS PEDDLER AUTO SUPPLY	0		07/03/2007		90.79
		CHEVROLET		359689			
591-556.000-977.000	Equipment	ETNA SUPPLY CO	0		07/03/2007		4,190.00
		METER READING EQUIPMENT		1410881			
591-556.000-977.000	Equipment	ETNA SUPPLY CO	0		07/03/2007		2,631.90
		METER READING EQUIPMENT		1406681-01			
Total Water Utilities Department							11,428.98
Dept: Capital Improvements CIP							
591-901.000-974.001	Other capi	A.R. BROUWER	0		07/03/2007		9,240.00
		WALLACE BUILDING		1448			
Total Capital Improvements CIP							9,240.00
Fund Total							20,668.98
Fund: Trust & Agency Fund							
Dept: Assets, Liabilities & Revenue							
701-000.000-253.008	Dexter Cro	ORCHARD, HILTZ & MCCLIMENT INC	0		07/05/2007		350.00
		#0130-98-0023		116997			
701-000.000-253.043	Dexter Dis	ORCHARD, HILTZ & MCCLIMENT INC	0		07/03/2007		75.00
		0130-06-1042		116991			
701-000.000-253.047	Wallace Pr	ORCHARD, HILTZ & MCCLIMENT INC	0		07/03/2007		4,500.50
		0130-05-1063		116988			
701-000.000-253.048	Dexter Ret	CARLISLE-WORTMAN ASSOCIATES	0		07/03/2007		192.50
		GORDON HALL		276-121			
701-000.000-253.048	Dexter Ret	ORCHARD, HILTZ & MCCLIMENT INC	0		07/03/2007		3,010.50
		0130-06-1052		116992			
701-000.000-253.050	Dexter Fit	CARLISLE-WORTMAN ASSOCIATES	0		07/03/2007		227.50
		DEXTER FITNESS CENTER		276-122			
701-000.000-253.050	Dexter Fit	ORCHARD, HILTZ & MCCLIMENT INC	0		07/03/2007		2,264.50
		0130-07-1001		116996			
701-000.000-253.051	Schulz Dev	CARLISLE-WORTMAN ASSOCIATES	0		07/05/2007		570.00
		MILL CREEK PROJECT		276-120			
Total Assets, Liabilities & Revenue							11,190.50
Fund Total							11,190.50
Grand Total							89,482.21



AGENDA 7-9-07

ITEM J-2

VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

APPLICATION FOR MISCELLANEOUS USE OF RIGHT-OF-WAY for Special Events

DESCRIPTION OF EVENT:

FEE: \$50 REC# WAIVED

DATE REQUESTED:	FOR SAT, JULY 21, 2007
TYPE OF EVENT:	Running Race
DESIRED LOCATION OF EVENT:	IN neighborhood OF ST Joseph Church
TIME: (START AND FINISH)	7:00pm - 8:00 pm
SCHEDULE OF EVENTS:	PLEASE ATTACH DETAILED EVENTS/TIMES/LOCATION
BUSINESS OR ORGANIZATION NAME AND ADDRESS:	ST. Joseph Catholic Church, 3430 Dover
CONTACT NAME AND PHONE: (please list 2 contacts)	Kathy Jackson 645-3895 Cheryl Larshaw 475-3737
RAIN DATE:	—
FOR ROAD CLOSURE LIST ROUTE AND CLOSURE TIMES (Consult with the WCD for requirements)	SEE COPY
INSURANCE CO: (ATTACH COPY OF POLICY)	RCORP
OTHER:	
EMERGENCY RESPONSE CONTACT:	Kathy Jackson 645-3895

NAME AND SIGNATURE OF FIRE AND POLICE OFFICIALS NOTIFIED OF EVENT

(Attach agreements):

Beth Gieske
Print name/Washtenaw County Sheriff Official

Beth Gieske
Signature of Official

Loren Yates
Print name/Fire Department Official

Loren Yates
Signature of Official

FOR OFFICE USE ONLY

DATE APPROVED BY COUNCIL:	
DATE APPROVED BY VILLAGE:	



7 PM, Saturday, July 21, 2007
St. Joseph Summer Fun Festival
Dexter, Michigan

Race through the streets of Dexter!

\$15 if mailed in by
July 7, 2006

\$20 if mailed in after
July 7 or if signed up that day

Entry fees will go towards
the building of our new
church and charitable
outreach programs.

For more information, e-mail:

wbholmes@hotmail.com

or

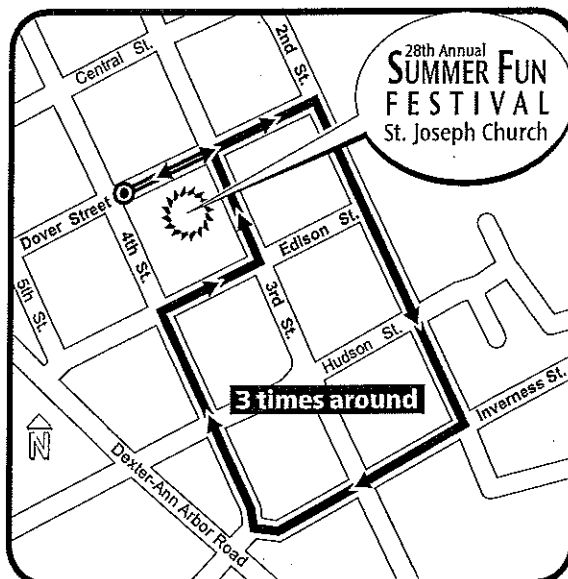
meyerg@umich.edu

or

kjackson@surovell.com

or visit

www.stjos.com



Also: 1 Mile Fun Run and a
5K Walk

Fun drawing for lots of prizes
after the run!

Food and Beverage Tent and
Great Music!

Gift prizes for the top three
finishers in each category.



Please print. If registering as a
family, use a separate entry for
each individual. This form may
be photocopied.

Detach and mail to:

**St. Joseph Sunset 5K
St. Joseph Parish
3430 Dover Street
Dexter, MI 48130**

Make checks payable to:
St. Joseph Church

On or before July 7

After July 7 or onsite

☐ **\$15**

☐ **\$20**

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ - _____ Emergency Contact/Phone: _____ / _____
area code emergency contact phone

Please circle one answer in each section

Please circle one answer in each section													
Race (walkers welcome):			Gender:		Age	0-13	14-19	20-29	Shirt Size:				
5K Race	5K Walk	1 Mile Fun Run	Male	Female	Group:	30-39	40-49	50-59	60 +	S	M	L	XL

Please accept my entry in the St. Joseph Sunset 5K Race. I hereby state that I am in good physical condition and able to safely participate in this event. I am aware of the inherent risks in participating in an athletic event of this type and for myself, my heirs, executors, and administrators, waive and release any and all rights and claims for damages I may have against St. Joseph Catholic Church of Dexter, the Diocese of Lansing or sponsors arising as a result of my participation in the St. Joseph Sunset 5K Race. I also authorize permission to all the foregoing to use any photographs and videotapes of my participation in the event for any legitimate purpose. If I am signing on behalf of a participant under age 18, I additionally give authorization for emergency treatment if necessary.

Signature (required): _____ Date: _____

Participant (or parent/guardian if participant is under 18)

May 22, 2007

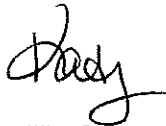
Dear Village Manager,

Hello. I wanted to let you know about the 2nd annual St. Joseph Sunset 5K race on Saturday, July 21 at 7:00 pm. I've enclosed a copy of the route as well as other information. This race would be in coordination with St. Joseph Church's Summer Fun Festival.

We can send you an insurance rider (from the church) to cover this event, if you would like.

Please let me know if you have any questions about this race and let me know if we have your approval to go ahead. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kathy', written in dark ink.

Kathy Jackson



Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: **Dexter Wellness Center Preliminary Site Plan #2**
Recommendation from Planning Commission
POSTPONED FROM 6-11-07
Date: July 9, 2007

On June 11, 2007 the Village Council first reviewed the Dexter Wellness Center Preliminary Site Plan and postponed action until the applicant could address comments and concerns of the Village Council. Following the postponement a work session was held with several Councilpersons, the applicant and consultants to address some of the issues (minutes attached). Please note in the attached email minutes some of the changes to the plan. The major changes were: reduction in the size and capacity of the detention basin, reduction in the retaining walls, reconfiguration of the parking areas, addition of a plaza and reduction in the length of the dead end parking.

Following the work session the applicant revised the plans and the plans have subsequently been reviewed again by the Village planning and engineering consultants. Updated reviews are attached and are as follows:

Engineering review dated June 29, 2007
Planning review dated July 3, 2007
Dexter Area Fire Department review dated June 12, 2007

PLANNING COMMISSION DECISION

On May 7, 2007 the Planning Commission reviewed the Preliminary Site Plan dated April 2, 2007, for the Dexter Wellness Center.

The Planning Commission waived 24 spaces of required parking due to the varying peak times of the office building and the wellness center. The Planning Commission will have to consider an additional waiver for 9 more parking spaces in lieu of the changes to the parking lot layout. This waiver can be addressed when the final site plan is before Planning Commission.

The Planning Commission also recommended that sixty (60) parking spaces be land banked (in the Phase 2 area) in the event that the shared parking between the wellness center and the offices is not sufficient.

The new parking lot configuration has eliminated any land banked parking.

The Planning Commission also waived the loading zone requirement due to the applicant's explanation that there will not be deliveries from trucks larger than UPS/FedEx.

The Planning Commission recommended approval of the preliminary site plan with the following motion:

Consideration of: Dexter Wellness Center Preliminary Site Plan-AR Brouwer Company
-Move Wilcox, support Clugston based upon the information received from the applicant, reflected in the minutes of this meeting, and in conformance with Section 21.04 of the Village of Dexter Zoning Ordinance, the Planning Commission finds the Dexter Wellness Center Preliminary Site plan dated 4-30-07 **meets** the requirements to recommend the Preliminary Site Plan.

In making this determination, the following additional conditions shall apply:

1. Concerns noted in the planner's review dated April 18, 2007.
2. Concerns noted in the engineer's review dated April 18, 2007
3. Concerns noted in the DAFD review dated April 13, 2007.
4. Concerns noted in the Water Utilities review dated April 18, 2007.
5. Issues addressed and discussed by the SPR committee at the April 30, 2007 meeting.
6. The addition of sixty (60) land banked parking spaces.
7. Concerns noted in Community Planners review dated May 7, 2007.

RECOMMENDATION

Per Section 21.04(B)2 the Planning Commission/Village Council shall consider the following standards when reviewing a preliminary site plan:

- a. That all required information has been provided;
- b. That the proposed development conforms to all regulations of the zoning district in which it is located;
- c. That the applicant may legally apply for site plan review;
- d. That vehicular and pedestrian traffic within the site, and in relation to streets and sidewalks serving the site, shall be safe and convenient;
- e. That the proposed site plan will be harmonious with, and not harmful, injurious, or objectionable to, existing and future uses in the immediate area;
- f. That natural resources will be preserved to a maximum feasible extent;
- g. That the proposed development respects natural topography to the maximum feasible extent, and minimizes the amount of cutting and filling required;
- h. That organic, wet, or other soils, which are not suitable for development, will be undisturbed or will be modified in an acceptable manner;
- i. That the proposed development properly respects floodway and flood plains on or in the vicinity of the subject property; and
- j. That phases of development are in logical sequence so that any phase will not depend upon a subsequent phase for adequate access, public utility services, drainage, or erosion control.

SUGGESTED MOTION

Based upon the information received from the applicant, the recommendation provided by the Planning Commission, and in conformance with Section 21.04 of the Village of Dexter Zoning Ordinance, the Village Council finds that the Dexter Wellness Center Preliminary Site plan dated 6-22-07 (meets / fails to meet) the requirements for preliminary site plan approval.

In making this determination, the following conditions shall apply:

1. Concerns notes in the Engineering Consultant review #4 dated June 29, 2007
2. Concerns noted in the Planning Consultant review memo dated July 3, 2007
3. Concerns noted in the DAFD review dated June 12, 2007
4. _____
5. _____
6. _____
7. _____

OR

Move to postpone the action on the Dexter Wellness Center Preliminary site plan dated 6-22-07 until _____(date)_____, to allow the applicant time to address the following items:

1. Addressing the outstanding engineering, planning consultant, and Fire Department comments.
2. _____
3. _____
4. _____

Please contact me prior to the meeting with questions.
Thank you,



CARLISLE/WORTMAN ASSOCIATES, INC.
Community Planners / Landscape Architects

605 S. Main, Suite 1
Ann Arbor, MI 48104
734-662-2200
fax 734-662-1935

6401 Citation Drive, Suite E
Clarkston, MI 48346
248-625-8480
fax 248-625-8455

Date: April 18, 2007
Revised: July 2, 2007

Preliminary Site Plan Review For Village of Dexter, Michigan

Applicant: A.R. Brouwer Co, LLC
Project Name: Dexter Fitness Center
Plan Date: April 2, 2007
Revision Date: June 22, 2007
Location: East side of Baker Road between Hudson and Dan Hoey Roads
Zoning: C-1, General Business
Action Requested: Preliminary Site Plan Approval
Required Information: Deficiencies are noted in the body of the following review.

PROJECT AND SITE DESCRIPTION

The preliminary site plan has changed in response to comments by Village Council on June 11, 2007 and a subsequent work session on June 15, 2007. As a result, the revised plan is different from what the plan recommended for approval by the Planning Commission. The following changes were made:

1. The long parking lots on the north and south sides of the fitness center were shortened to improve circulation. This necessitated constructing parking where land-banked spaces were previously shown.
2. Detention basin was slightly repositioned and is now smaller, and includes the Aqua Swirl underground system.

3. Hatching for Phase 2 buildings represent a possible layout, not an actual or approved layout.
4. A new landscaped plaza is located in the southwest corner of the property to improve aesthetics and the entrance into the Village.

With regard to the overall project, the applicant proposes to demolish the existing cluster of buildings of the Colorbok site on Baker Road and construct three (3) buildings that total of 88,081 square feet. The development would be constructed in two (2) phases. According to Section 21.09 of the Zoning Ordinance, the preliminary site plan shall cover the entire property and shall clearly indicate the location, size, and character of each phase. A final site plan is required for each phase.

Phase I would include a new 53,081 square foot fitness center located at the rear of the site and a portion (17,000 square feet) of the existing buildings on the north side that will remain. Phase II involves the demolition of the 17,000 square foot building and construction of two (2) office buildings (15,000 and 20,000 square feet) on the Baker Road frontage.

The site has a gross area of 7.85 acres (7.42 acres net). A total of two hundred eighty-four (284) parking spaces will be provided including twelve (12) barrier free spaces for the entire development. Phase I has two (2) entrances, which will subsequently be reduced to one (1) entrance during Phase II construction. Currently there are four (4) entrances) to the Colorbok site.

AREA, WIDTH, HEIGHT, SETBACKS

All of the improvements proposed for the site (Phase I and II) were compared to C-1 requirements and summarized in the following table.

	C-1, Required	Proposed
Lot Area	10,000 square feet	323,215 square feet (7.42 acres)
Lot Width	70 feet	525 feet
Setbacks		
Front	25 feet	35 feet
Side	10 feet / 20 feet total	79 feet (229 feet total)
Rear	25 feet	60 feet
Building Height	35 feet maximum; 2 ½ stories	29 feet; one story
Lot Coverage	No requirement	27%

The proposed office buildings along Baker Road meet the current front setback. However, as proposed, these buildings are located approximately seven (7) feet from the Baker Road future right-of-way (120 feet). The office buildings would be within the front setback therefore, a variance would be required. Note that the Village's Master Plan states that a one hundred twenty (120) foot right-of-way should be established as properties are redeveloped.

Note that the fitness center building, which is part of Phase I, meets all of the Village's dimensional requirements.

Items to be addressed: None.

BUILDING LOCATION AND SITE ARRANGEMENT

The fitness center is located at the east end (rear) of the site. The two (2) office buildings in Phase II are located along Baker Road on either side of the single entrance to the development. Parking is found in the front and sides of the fitness center although most is in the front; no parking is located along Baker Road. A detention basin is proposed for the southwest corner of the site.

Items to be addressed: None.

PARKING, LOADING

The table below outlines parking for the entire development and discussion of Phase I and Phase II parking follows.

	Required	Provided
Off-Street Standard		
Health Fitness Center w/o Swimming Pool (4 /1,000 SF); 40,595 SF/1,000 SF x 4 spaces = 162	162	
Swimming Pool (1/each 3 person of capacity); 150 capacity/3 = 50	50	
Office (3/1,000 SF); 35,000 SF/1,000 SF x 3 spaces = 105	105	
Total	317	284
Barrier Free	12	12

Phase II Parking

The current plan provides 284 parking spaces, which is thirty-three (33) spaces less than what is required (317 spaces). The applicant has noted that peak usage for the offices and fitness center

will be different therefore shared parking is expected. Note that the Planning Commission motioned to waive the additional spaces needed to meet parking requirements. The Planning Commission's motion noted a deficiency of twenty twenty-four (24), based on a previous plan (April 30, 2007) that had 293 spaces. It should be noted that the greater deficiency (33) in the current plan is due to recommendations by Planning Commission to improve site layout and circulation.

Phase I Parking

Parking for Phase I must satisfy the needs of the fitness center and pool, and the existing 17,000 square foot building. The calculation on sheet SP-4 indicates that two hundred twelve (112) parking spaces (162 for the fitness center and 50 for the pool) are required; however, parking needed for the existing building (17,000 square feet) is not included. We understand offices will occupy this building. Based on parking requirements for General Office (3 spaces/1,000 square feet of gross floor area), fifty-one (51) parking spaces would be required. Therefore, two hundred sixty-three (263) spaces would be required for Phase I. The applicant has satisfied Phase I parking by providing two hundred sixty-nine (269) spaces.

According to the table, one (1) additional barrier free parking space must be provided to meet the State of Michigan requirement.

Bicycle parking meets Village standards.

Based on the Village's requirements, the fitness center is required to have three (3) loading spaces and the two (2) office buildings one each. However, as part of their motion, the Planning Commission recommended that loading space requirements for the new fitness center and two (2) office buildings be waived. We feel this is reasonable.

The loading area proposed for Phase I is acceptable. It consists of a large area (30' x 91') situated between vehicle parking spaces.

Items to be addressed: None.

SITE ACCESS AND CIRCULATION

One (1) access drive is proposed for the entire development. Currently, four (4) drives provide access to the Colorbok site. All maneuvering lanes within the parking lot meet Ordinance requirements. The reduction in driveway access points is a benefit to this site and Baker Road. Circulation for automobiles is acceptable. We do not expect large delivery trucks (55 feet) to visit the site on a regular basis. However, based on our turning templates it appears that trucks of this size could maneuver through the site.

As previously noted, the long areas of parking on the north and south sides of the fitness center were shortened to improve circulation. The applicant also proposes to restrict parking on the ends of these parking areas to provide space for customers to make a 3-point turn if no parking spaces are available. We recommend "No Parking" signs be placed near the hatched areas. The proposed changes should improve access and maneuverability in these parking areas.

The two (2) sidewalks proposed to connect to the existing sidewalk along Baker Road provide adequate pedestrian access to the site. The proposed internal sidewalk network provides adequate pedestrian connections between the buildings on the site.

Items to be addressed: Provide "No Parking" signs near the hatched areas of the parking lot.

SAFETY PATHS/SIDEWALKS

An existing five (5) wide sidewalk extends along the Baker Road frontage. After Baker Road is improved to accommodate a sixty (60) foot right-of-way, a new sidewalk will be installed. As noted, two (2) sidewalks are proposed to connect to the existing sidewalk along Baker Road.

Items to be addressed: None.

LANDSCAPING

A landscape plan for Phase I only has been provided although it is not required until the final site plan. Note that a landscape plan will be required with the Phase II final site plan. However, we provide the following review for the benefit of the applicant.

Composition – A listing of all plant materials including quantity, sizes, and botanical names will be required for the final site plan. The landscape plan shall also provide information on the percentage of genus and species as required by Section 6.02 of the Zoning Ordinance. Note that no more than twenty-five (25) percent of any one plant genus or ten (10) percent of any one species is permitted.

Greenbelt Street Trees – One (1) street tree is required for every forty (40) lineal feet between the sidewalk and the curb with frontage on a public street. Based on the Baker Road frontage (525 feet), thirteen (13) greenbelt trees are required. The applicant has provided thirteen (13) trees most of which are located south of the new entrance to the site. Note that the north side of the new entrance is to remain relatively unchanged in Phase I.

Site Landscaping – On-site landscaping must total at least five (5) percent of the total lot area exclusive of any other required landscaping. Therefore, five (5) percent of the site is 15,525 square feet must be landscaped in accordance with the standards of Section 6.07 (1 deciduous or ornamental or evergreen tree per 400 square feet, and 1 shrub (18") for every 250 square feet of required interior landscaping area). The applicant has indicated that 16,234 square feet has been landscaped with the required 40 trees (36 evergreens, 4 ornamental) and 64 shrubs.

Interior Parking Lot Landscaping – Per Section 6.08 of the Zoning Ordinance, at least three (3) percent of the total parking lot area shall be landscaped in addition to other landscaping requirements. The applicant indicates a total parking area of 97,265 square feet; therefore, 2,918 square feet of interior areas of the parking lot must be landscaped

with one (1) tree for every 400 square feet of parking area. The required trees (7) are provided in addition to 9,806 square feet of other landscaping.

Parking Lot Buffer – The parking area north of the central entrance along Baker Road has ninety-four (94) lineal feet of frontage. According to Section 6.04, three (3) deciduous trees plus five (5) evergreen trees or twenty (20) shrubs is required. The applicant has provided twenty (20) shrubs and it appears that two (2) existing honey locust along Baker Road will be used to satisfy a portion of the deciduous tree requirement. Use of the honey locusts is reasonable particularly since this area will be developed at some point; however, it is up to the Planning Commission to recommend a modification to or waiver from landscaping requirements.

Buffer/Screen – The correct buffer types have been identified on the site plan for all the property lines. Details of the various buffers are provided in the table below.

	<u>Requirement</u>	<u>Provided</u>
North Buffer ("A")	10' wide; 13 ornamental trees OR evergreens OR 110 shrubs	10' wide; 4 existing trees plus 5 trees and 25 shrubs
East Buffer ("C")	6' wall/fence or 3' berm; 15' wide; 16 evergreens OR ornamental trees AND 80 shrubs	15' wide; no wall/fence or berm* ; 16 existing trees plus 9 trees and 80 shrubs
South Buffer ("C")	6' wall/fence or 3' berm; 15' wide; 22 evergreens OR ornamental trees AND 110 shrubs	10' – 15' wide; no wall/fence or berm* ; 22 trees AND 110 shrubs

* Wall, fence, or berms are not being proposed along the east and south property lines due to the topography in these areas.

As noted above, the north and south buffers are deficient in the number of plants provided. Note that the existing building to remain in Phase I limit the amount of landscaping that can be provided along the north property. However, upon construction of Phase II, we expect that the number of plants for the north buffer to be provided.

With regard to the required wall, fence, or berm for the east and south buffers, the Planning Commission may waive this requirement. Waiving the requirement for the east property line may be warranted due to the extreme topography; however, the south property line does not possess such extreme topography.

Note that many of the trees proposed within the buffers are labeled as replacement trees. As noted below, provision of replacement trees is separate and in addition to all other landscaping requirements. Therefore, cannot be applied towards meeting buffer landscaping.

Dumpster Screening – The locations of several dumpsters is provided and acceptable. Screening of the dumpster proposed in Phase I is acceptable as well. Details of the enclosure must be provided.

Tree Replacement – The tree inventory on sheet L-1 indicates 106 trees on site. Sixty-five (65) of these trees, all with a caliper of eight (8) inches or greater, are indicated on the plan to be removed one (1) of which is a landmark tree (26 inch sugar maple). The balance of trees (47), all with a caliper of eight (8) inches or greater, are proposed to remain. The replacement calculations provided appear to be correct; however, no replacement trees are proposed for trees identified as invasive (i.e. cottonwood, box elder). The Zoning Ordinance does not exempt tree replacement when undesirable species as noted are removed. According to Section 6.14 E., the Planning Commission may waive replacement standards for select clearing of lower quality and non-native species such as those previously noted.

Note that replacement trees shall be in addition to all other landscaping requirements.

Other – The landscape plans now include a plaza in the southwest corner of the site adjacent to the detention basin. We are concerned that its proximity to the detention basin may limit actual usage. Therefore, we recommend moving the landscape plaza closer to the Baker Road sidewalk so it may become more inviting to pedestrians, more functional, and generally more attractive to passersby.

Items to be addressed: Landscaping concerns as noted must be addressed in the final site plan.

LIGHTING

A lighting plan has not been provided with the preliminary site plan. A detailed lighting plan will be required for final site plan review and shall include all proposed site lighting, details for all proposed fixtures, and a photometric study per Section 3.19.

Items to be addressed: Provide lighting plan with the final site plan.

ESSENTIAL SERVICES

The site is served by water and sanitary sewer service. The proposed uses should not impact Village essential services, i.e. sewer, water, police, or fire.

Stormwater will be detained in an on site detention basin. We defer to the Village's engineer to comment on essential services.

Items to be addressed: Village Engineer to review proposed essential services.

SIGNS

A detailed sign plan must be provided with the final site plan.

Items to be addressed: Provide a detailed sign plan with the final site plan.

FLOOR PLANS AND ELEVATIONS

Detailed floor plans and elevations have been provided. The elevations are very appealing and should improve upon the overall appearance of the area and the value of adjacent and nearby properties. The exterior surface is predominately brick.

Items to be addressed: None.

CONCLUSION


Prior to approval of the preliminary site plan, the comments of this review should be addressed to the satisfaction of Village Council. Our comments are summarized below:

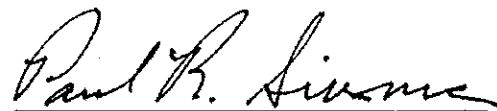
Preliminary Site Plan Concerns

1. Provide "No Parking" signs near the hatched areas of the parking lot.

Final Site Plan Concerns

1. Landscaping concerns as noted must be addressed in the final site plan.
2. Provide lighting plan with the final site plan.
3. Village Engineer to review proposed essential services.
4. Provide a detailed sign plan with the final site plan.


CARLISLE/WORTMAN ASSOC., INC.
Douglas J. Lewan, AICP, PCP
Principal


CARLISLE/WORTMAN ASSOC., INC.
Paul R. Siersma, AICP
Community Planner

241-02-2701

cc: Steve Brouwer, A.R. Brouwer, 7444 Dexter Ann Arbor Road, Suite F, Dexter MI, 48130
Emily S. McKinnon, P.E., Professional Engineering Associates, Inc., FAX: 517.546.8973
Bob King, Lindhout Associates, FAX 810.227.5668



June 29, 2007

VILLAGE OF DEXTER

8140 Main Street
Dexter, MI 48130

Attention: Ms. Allison Bishop
Community Development Manager

Regarding: **Dexter Wellness Center – Preliminary Site Plan Review #4**
OHM Job # 0130-07-1001

Dear Ms. Bishop:

The preliminary site plan received June 25, 2007 for the above-mentioned project has been reviewed for conformance with the requirements of the Village of Dexter Engineering Standards Manual. The preliminary site plan is recommended for *approval* contingent upon the following comments being addressed prior to final site plan submittal:

Preliminary Site Plan Comments:

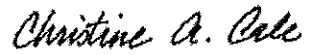
1. The new 25-year storm detention pond layout has created new locations for the retaining walls. The proposed water main is now located under two retaining walls. The water main shall be relocated so that it does not pass underneath the retaining walls.
2. Due to the fact that the new detention pond detains a 25-year storm, it is suggested that innovative storm water management practices be considered with this project. Bio swales or porous asphalt pavement could be utilized to promote infiltration.
3. Calculations need to be added to the plan set to substantiate the sanitary sewer basis of design.

The following comments and those comments in our letter dated June 4, 2007, do not affect preliminary site plan approval, but are provided for final site plan review:

4. The proposed dry fire main requires approval from the Dexter Area Fire Department.
5. It appears that the domestic lead is proposed to connect to the fire suppression lead. A domestic water lead cannot connect from a fire suppression lead. This should be reviewed and revised so that the domestic water lead connects to a main line water main.
6. Details and calculations relating to the proposed Aqua Swirl structure will be required for review to ensure that the first flush volume will be treated.
7. It is recommended that a concrete block wall or steel plate, instead of the capped pipe, be used in the outlet structure as an outlet control. The capacity of the 24" vertical tee needs to be confirmed to ensure that it is capable of handling a 100-year storm.
8. It appears that the utility layout may conflict with the proposed landscaping.

The above comments should be addressed as part of the final site plan review. A cover letter indicating how each comment in this letter was addressed should be submitted with the final site plan. Should there be any questions or comments, please contact this office at (734) 522-6711.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.



Christine Cale, P.E.
Project Engineer

CAC/kje

cc: Ms. Donna Dettling, Village Manager
Mr. Ed Lobdell, Village Superintendent of Utilities
Emily McKinnon, P.E., Professional Engineering Associates, 2900 E. Grand River Ave., Howell, MI 48843
Robert King, Lindhout Associates, 10465 Citation Dr., Brighton, MI 48116
Steve Brouwer, BST Investments, LLC, 7444 Dexter-Ann Arbor Road, Suite F, Dexter, MI 48130
File



Dexter Area Fire Department

June 12, 2007

Allison Bishop
Community Development Manager
Village of Dexter
8140 Main St.
Dexter, MI 48130

Re: Plan review of: Dexter Wellness Center
Plans Dated: June 04, 2007

Dear Mrs. Bishop:

The Dexter Area Fire Department (DAFD) has reviewed plans submitted to this department. We have reviewed these plans with Fire Safety and Prevention in mind. Our resources are the Fire Protection Ordinance (FPO) and Village Standards. Below are our comments.

DAFD Comments: None

Village of Dexter Engineering Standards: Within Standards and recommendations

Fire Protection Ordinance: Requirements of this ordinance will need to be incorporated in future plans before approval is granted relating, but not limited too: **Knox Box** IFC Section 506, **Addressing** IFC Section 505, **Minimum Roadway Widths** IFC Section D-103 **Fire Lane Signage** IFC Section 503.3 & D-103.6. -103, **Fire Suppression, Alarm Systems and Kitchen Fire Suppression System (if Applicable)** IFC Section 105.7 & Washtenaw County Building Department

DAFD Recommendations: DAFD supports Final Approval of this project

Donald Dettling
Fire Inspector

cc/ Loren Yates
Developer

Fire Chief
A. R. Brouwer

Allison Bishop

From: Allison Bishop [abishop@villageofdexter.org] on behalf of Allison Bishop
Sent: Wednesday, June 20, 2007 10:02 AM
To: Donna Dettling; 'Donna Fisher (E-mail)'; 'Jim Carson (E-mail)'; 'Jim Seta (E-mail)'; Joe Semifero (E-mail); Paul Cousins (E-mail); Ray Tell (E-mail 2); Ray Tell (E-mail); 'Shawn Keough (E-mail)'
Cc: 'Steve Brouwer (E-mail)'
Subject: FW: DW revised site plan

Council,

As many of you know there was a work session on Friday, June 15th regarding the Dexter Wellness Center. The applicant, consultants, staff and Council persons, Carson, Keough, Fisher and Cousins were in attendance.

We reviewed the plan and the following is a summary of the comments:

- Traffic Circulation around the building and DAFD access. DAFD informed that they need 50% building coverage only and are satisfied with hydrant and access as proposed.
- Swapping the land banking parking from the front of the building to the side of the building
- Grading at the rear and side of the proposed building, retaining walls
- Moving the Wellness Center forward to accommodate a circulation drive behind the building
- Hydrant coverage
- Parking layout at the sides of the building
- Landscaping and grade difference between proposal and school property
- Detention ponds (location, size, aesthetics, need, etc) Applicant mentioned additional landscaping to camouflage basin.
- Berms along the south of the building and landscaping to screen outdoor fitness area from school
- PC recommendation
- Cost of putting basin under the parking lot and why (approximately \$250,000 per applicant)
- Funding from the DDA (\$150,000) and from SBT (\$600,000, as requested by applicant)
- How DDA and SBT funds will be used for project. DDA funds will be used for the public improvements (water, sewer, storm, lights, sidewalks, etc.)
- Project investment (\$9.5 million)
- Open basin better for environment (per applicant's engineer)
- OHM recommendation to reduce detention requirements based on project being a redevelopment and location adjacent to outlet
- OHM recommendation to incorporate "Aqua Swirl" to put part of detention underground
- Reduction in stormwater requirement results
- Relocation of parking
- Addition of a "Plaza" as entrance to Village
- Relocation of outdoor fitness area. Location as proposed appeared to be better based on neighbors to the north.
- Phase 2 building layouts
- Relocation of the buildings. Big box at front of site does not meet Baker Road Corridor goals.

Based on the meeting the applicant has resubmitted the following plan as redesigned.

The applicant has requested that the site plan be postponed due to the need to re-engineer some items and to submit for Planning, Engineering and staff review.

Some of the changes made include, but are not limited to:

- Reduction in the length of the parking lots on the north and south side of the building.
- Reduction in the size of the detention basin with the addition of the "Aqua Swirl" underground system.
- Slight repositioning of the detention basin.
- The building layouts for Phase 2 have been hatched to represent a possible layout, not an actual or approved layout
- Parking lot reconfiguration (land banked spaces removed, parking shown on plan proposed). The reduction in the side parking areas required additional parking spaces where parking was previously proposed to be land banked.
- Addition of the landscaping plaza to the southwest corner of the property. This location may be relocated to be

7/2/2007

within the ROW similar to the plaza at Dexter Plaza.

Please feel free to contact me if you have any questions.

Thank you,

Allison J. Bishop, AICP

Community Development Manager

Village of Dexter

734.426.8303 ext. 15

-----Original Message-----

From: Steve Brouwer [mailto:stevebrouwer@arbrouwer.com]

Sent: Tuesday, June 19, 2007 10:58 AM

To: Allison Bishop

Subject: FW: DW revised site plan

Allison,

FYI. I will drop off a hard copy as well.

Steve Brouwer

A. R. Brouwer Co. LLC

7444 Dexter-Ann Arbor Rd.

Dexter, MI

Phone (734)426-9980

Fax (734) 426-9985

From: Emily McKinnon [mailto:emckinnon@peainc.com]

Sent: Tuesday, June 19, 2007 10:16 AM

To: Steve Brouwer

Subject: DW revised site plan

Steve-

Attached is the updated overall site plan. Parking count matches original = 284 Total

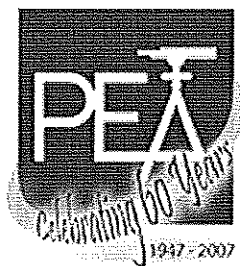
Retaining Walls:

Basin = 300 lf at 3' height & 200 lf at 2' height

NE corner = 150 lf at 4' height

South property line = 50 lf at 3' height

FYI: We lose the "potential" loading zone in this site plan.



Emily S. McKinnon, P.E.

Project Engineer

Professional Engineering Associates, Inc.

2900 E. Grand River Avenue

Howell, Michigan 48843

Phone: 517.546.8583 Fax: 517.546.8973

Email: emckinnon@peainc.com

CIVIL ENGINEERS · LAND SURVEYORS · GEOTECHNICAL · GIS/ASSET MANAGEMENT · MUNICIPAL ENGINEERS · LAND PLANNING ·
LANDSCAPE ARCHITECTURE · 3-D GRAPHICS

7/2/2007



VILLAGE OF DEXTER – COMMUNITY DEVELOPMENT OFFICE
8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Memorandum

To: Site Plan Review Committee Meeting
Jim Seta, Shawn Keough, Derk Wilcox, Matt Kowalski; Alternate: Scott Bell)
Please contact Alternate if you cannot attend.
Christine Cale – OHM
Don Dettling – DAFD
Steve Brouwer – AR Brouwer
Emily McKinnon - PEA

From: Allison Bishop

Re: Dexter Fitness Center (SP#2007-01)

Date: April 2, 2007

Monday, April 30, 2007

5:00 PM at the Village Offices (National City Bank basement)

Agenda

- I. Introductions
- II. Overview of Project by Applicant
- III. Applicant Questions
- IV. Consultant Reviews
- V. Planning Commission Questions
- VI. Adjournment

MINUTES

Attendance: Bishop, Brouwer, Cale, Dettling, Seta, Keough, Wilcox and Kowalski

The SPR Committee meeting is an opportunity for a few representatives of the Planning Commission and Council to meet with the developer to discuss the plan and the consultant review comments. The discussion included, but was not limited to the following:

Dexter Area Fire Department

Don Dettling from the DAFD discussed some of the DAFD issues, including hydrant locations. The DAFD has worked with the developer to address all the issues, no other comments.

Planning Review

Curb cuts

- ✓ The curb cut in front of the existing building (northern most) will remain until Phase 2 of the project. The applicant agreed to add a note to the plan that states that the curb cut will be removed upon completion of Phase 2.

- ✓ The entrance to the project will be changed to include a left hand turn lane out of the project.

Outdoor recreation area

- The group discussed moving the outdoor recreation area to the north side of the building to relocate the parking to a lot and to have better design on the interior of the building. The applicant indicated that the outdoor recreation area would eventually be a pool so relocation was not possible.

Parking

- The temporary paving area for the 17,000 square foot office area will remain until Phase 2 of the project. The paving area will have a finished look, however not be to the engineering standards.
- Per the Planning Consultant comment the loading zones have removed from the entrance and office buildings.
- Per Section 5.01G, the Planning Commission is being asked to allow for a deviation in the parking standards. At the time of the review the pool capacity was not known, however the applicant has now stated that the pool capacity has been set at 150 people.
- Circulation within the parking lot was discussed. The applicant has been asked to propose an alternative plan for vehicles to turn around at both the north and south ends of the Wellness Center. The committee discussed the possibility of eliminating a parking space to allow for a turn around. The applicant will address this in future submittals.
- Snow plowing was discussed and the applicant stated that snow removal may need to be trucked off-site.

Landscaping/Sidewalk

- Landscaping was briefly discussed. Final landscaping is not required until the Final Site Plan submittal
- The committee discussed linking the project with Katie's, but the applicant stated that the grade change prohibits a sidewalk connection to the adjacent property to the north.

Hours of operation

- The hours of operation will be 5:30 am – 11:00 pm – the center will NOT be 24 hours.

Floor Plans and Elevation

- The floor plan was briefly discussed. The spa, physical therapy will be public, all other amenities will be private.
- All the windows will be tinted that can be seen in and out of.

Engineering Review

- Phasing – the applicant was asked to clarify the phasing on the next submittal.
- Capacity – the engineer requested the data for the flow rates to determine the needed water and sewer capacity and the availability of capacity on the Baker Road lines. OHM will be evaluating flow-monitoring data over the next few weeks and should be able to conclusively state the available capacity.
- Water main connections were discussed. The applicant was asked to explore relocating the water main to the south property line to avoid the influence of the pavement.
- The applicant was asked to add the new infrastructure to the plan for the next submittal.
- The boulder walls proposed at the east of the site will require additional engineering review.
- The applicant stated that the project will be approximately 45 REU's.

Please feel free to contact me if you have any questions.

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8800 Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: July 9, 2007
Re: Main St. Bridge Over Mill Creek

AGENDA 7-9-07
ITEM K-2

Phase 2 – Funding Update

Attached is the Phase 2 Funding Proposal letter emailed to Steve Puuri on June 26, 2007, as well as several emails to Council providing updates regarding the letter. Although Paul Cousins and I attended the July 3rd WCRC Meeting to support the proposal to complete Phase 2 of the Bridge project, there was no discussion of the matter while we were in attendance.

In a follow-up with Steve Puuri after the July 3rd Board meeting, he indicated that there was discussion of the matter after Mr. Cousins and I left. As it appeared to Mr. Puuri there was reluctance from the Commissioners to thoroughly review the proposal due to dire WCRC funding constraints. However, WCRC staff has encouraged the Commissioners to allow for the July 30th WCRC 2007 and 2008 Budget Review Session to provide definitive answers to cash flow, CIP Project review or project shifting, and other funding opportunities that may be available to this project.

The final deadline, as I understand it from Mr. Puuri, which is coming from MDOT is September 1, 2007. MDOT wants to be able to reallocate the \$4 million to another project in September, if the WCRC is unable to pull Phase 2 project funding together. As it stands today that would mean \$4.5 million committed funding to a vital project for our region forfeited.

A representative from WCRC may attend our meeting for further discussion of timeline issues, and Board viewpoint for Phase 2 Funding.



VILLAGE OF DEXTER

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

Village Council

Jim Seta
President

Joe Semifero
Councilperson

Jim Carson
Councilperson

Paul Cousins
Councilperson

Donna Fisher
Councilperson

Shawn Keough
President Pro-tem

Ray Tell
Councilperson

Administration

Donna Dettling
Manager

David Boyle
Clerk

Marie Sherry, CPFA
Treasurer/Finance Director

John Hanifan
Assistant Village Manager

Ed Lobdell
Public Services Superintendent

Allison Bishop, AICP
Community Development Manager

THE VILLAGE OF
DEXTER IS AN EQUAL
OPPORTUNITY
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EMPLOYER

www.
villageofdexter.org

June 26, 2007

Washtenaw County Road Commissioners
C/O Steve Puurie
Director of Engineering
555 N. Zeeb Road
Ann Arbor, MI 48103

Re: Phase 2 Funding Proposal

Dear Steve:


At the Council meeting on June 25, 2007, Dexter Village Council made the motion to spend up to \$500,000 to cover 2 bond payments of a 10-year, \$2,000,000 Bond secured by the Road Commission to fund Phase 2 of the Mill Creek Bridge project. Council assumed a \$2,000,000 Bond at 4% over 10 years, with a \$250,000 annual Bond payment.

Council would also like WCRC in collaboration with the Village to initiate discussion with Washtenaw County Parks, Scio Township and Dexter Township for a financial contribution to Phase 2 of the Bridge project.

It is requested that this matter be discussed at the next Commissioner's meeting, July 3, 2007, and a follow-up meeting be scheduled the week of July 9, 2007 between the Village and WCRC staff to address concerns and next steps.

Village Council is committed to working with WCRC to achieve long-term benefits to regional traffic needs. The financial obligation undertaken by the Village for the Mill Creek Bridge project includes approximately \$250,000 for Phase 1, another \$340,000 for dam removal/sediment management and potentially \$500,000 for Phase 2. This represents over \$1 million investment in infrastructure improvements from a community of 3,500 in population, for projects located outside of our physical boundaries.

Respectfully,


Donna Dettling,
Village Manager

Cc: Council

Donna Dettling

From: Keough, Shawn [SKEOUGH@WadeTrim.com]
Sent: Tuesday, July 03, 2007 2:57 PM
To: Donna Dettling; jrsemifero@yahoo.com; d.fisher@dexter.k12.mi.us; jcarson@aiserv.net; jwseta@yahoo.com; jim.seta@skf.com; millpond89@comcast.net; ellistell@aol.com; ouimetm@washtenaw.org
Subject: Re: Emailing: Phase 2 Funding Proposal.pdf

Thanks to you and Paul for taking time to attend - I think your attendance adds merit to our proposal - happy 4th to everyone - Shawn

-----Original Message-----

From: Donna Dettling <ddettling@villageofdexter.org>
To: Joe Semifero <jrsemifero@yahoo.com>; Donna L. Fisher (E-mail) <d.fisher@dexter.k12.mi.us>; James Carson (E-mail) <jcarson@aiserv.net>; Jim Seta (E-mail) <jwseta@yahoo.com>; Jim Seta (E-mail 2) <jim.seta@skf.com>; Paul Cousins (E-mail) <millpond89@comcast.net>; Ray Tell (E-mail) <ellistell@aol.com>; Keough, Shawn; Mark Ouimet (E-mail) <ouimetm@washtenaw.org>
Sent: Tue Jul 03 14:28:27 2007
Subject: RE: Emailing: Phase 2 Funding Proposal.pdf

Paul Cousins and I attended the WCRC meeting today. The Village's funding proposal letter was entered as communication and Paul spoke to the Board under public participation regarding the village's desire to work with the RC to keep Phase 2 of the Bridge Project on track, so that the \$4 million stays in Washtenaw County.

As I mentioned in my clarification email, the Commissioners will need time to work with their staff especially their financial folks to evaluate the feasibility of the Village's proposal. I will work with Steve Puuri to set up a meeting prior to the next WCRC Board meeting July 17th.

Donna Dettling
Village Manager
8140 Main Street
Dexter, MI 48130
Ph# 734-426-8303 X11
Fax# 734-426-5614

-----Original Message-----

From: Joe Semifero [mailto:jrsemifero@yahoo.com]
Sent: Saturday, June 30, 2007 9:39 AM
To: Donna Dettling; Donna L. Fisher (E-mail); James Carson (E-mail); Jim Seta (E-mail); Jim Seta (E-mail 2); Paul Cousins (E-mail); Ray Tell (E-mail); Shawn Keough (E-mail); Mark Ouimet (E-mail)
Subject: Re: Emailing: Phase 2 Funding Proposal.pdf

Is there anyway for a meeting to occur with WCRC board members (or one or two of them) before the July 3rd meeting? Seems waiting until the 17th is pushing us very close to the deadline... We just do not have enough time to wait two weeks between meetings if something is going to happen by the end of July.

Joe

----- Original Message -----

From: Donna Dettling <ddettling@villageofdexter.org>
To: Donna L. Fisher (E-mail) <d.fisher@dexter.k12.mi.us>; James

<jwseta@yahoo.com>; Jim Seta (E-mail 2) <jim.seta@ski.com>; Paul Cousins (E-mail) <millpond89@comcast.net>; Ray Tell (E-mail) <ellistell@aol.com>; Shawn Keough (E-mail) <skeough@wadetrim.com>; Joe Semifaro (E-mail) <jrsemifero@yahoo.com>; Mark Quimet (E-mail) <ouimetm@washtenaw.org>

Sent: Thursday, June 28, 2007 11:25:42 AM

Subject: FW: Emailing: Phase 2 Funding Proposal.pdf

Council,

Clarification on WCRC Board action on the Village's proposal.

Per the

attached email from Steve Puuri, the WCRC Board will receive the

Phase 2

Funding proposal letter as a communication at their July 3rd

meeting.

The Commissioners will not have enough information at that time

to

discuss or make a recommendation regarding the proposal.

Steve also indicates in his email the next meeting on July 17th,

this

proposal will be on the agenda for discussion. The Commissioners

will

have had time to work with their financial staff to evaluate the feasibility of the Village's proposal and be prepared to discuss

it with

Village Council representatives on the 17th.

Sorry for any confusion. Please let me know if you did not

receive a

copy of the Phase 2 Funding Proposal letter.

Donna Dettling

Village Manager

8140 Main Street

Dexter, MI 48130

Ph# 734-426-8303 X11

Fax# 734-426-5614

-----Original Message-----

From: Puuri, Steve [mailto:puuris@wcroads.org]

Sent: Wednesday, June 27, 2007 11:25 AM

To: Donna Dettling

Cc: Ryan, Carrie

Subject: RE: Emailing: Phase 2 Funding Proposal.pdf

Donna,

Thank you for your response to my letter. I received the

attached file

and I will provide this communication to our Board on July 3,

2007. I

presume our Board will invite the Village to our July 17th

meeting for a

discussion item on this proposal.

Please feel free to contact Carrie or I regarding the outcome of

our

July 3rd meeting.

Steve

-----Original Message-----



Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop, AICP, Community Development Manager
Re: Article 19, Planned Unit Development Regulations
Recommendation from Planning Commission
Date: July 9, 2007

PLANNING COMMISSION RECOMMENDATION

Over the past several months the Planning Commission has reviewed proposed amendments to Article 19, Planned Unit Development Regulations of the Village of Dexter Zoning Ordinance. The proposed amendments were drafted using the City of Northville and the Scio Township PUD ordinances and have been reviewed by the Village attorney and the Village Planning Consultant. The Planning Commission also solicited comments from the Scio Township Planning Commission and staff had a meeting with the Scio Township Chair to address concerns that were submitted. The Planning Commission also held two (2) public hearings on the proposed amendments based on the number of amendments made to the ordinance throughout the process.

On July 2, 2007 the Planning Commission discussed the proposed amendments to Article 19 after postponing the amendments at the June meeting. The Planning Commission specifically went through the items of concern raised by Scio Township and moved to amend the proposed ordinance to include a few of the changes.

Following the discussion the Planning Commission recommended that the Village Council adopt the proposed amendments to Article 19 with the following DRAFT motion:

Pursuant to Section 23.07 the Planning Commission moves to recommend approval of the proposed amendments to Article 19, Planned Unit Development Regulations of the Village of Dexter Zoning Ordinance, as amended pursuant to the staff memo included in the Planning Commission packet July 2, 2007.

ACTION REQUESTED

Pursuant to Section 23.07, the Planning Commission and Village Council shall consider the following criteria to determine the appropriateness of amending the text, standards and regulations of the Zoning Ordinance.

- A. Documentation has been provided from Village Staff or the Board of Zoning Appeals indicating problems and conflicts in implementation of specific sections of the Ordinance.
- B. Reference materials, planning and zoning publications, information gained at seminars or experiences of other communities demonstrate improved techniques to deal with certain zoning issues, or that the Village's standards are outdated.
- C. The Village Attorney recommends an amendment to respond to significant case law.
- D. The amendment would promote implementation of the goals and objectives of the Village's Master Plan.
- E. Other factors deemed appropriate by the Planning Commission and Village Council.

SUGGESTED MOTIONS

Per Section 23.07, Criteria for Amendment to the Zoning Ordinance Text and the recommendation of the Planning Commission, the Village Council determines that the proposed ordinance amendments to Article 19, Planned Unit Development Regulations **(MEETS/DOES NOT MEET)** the criteria for amending the text, standards and regulations of the Zoning Ordinance because the amendments **(PROMOTE/DO NOT PROMOTE)** the implementation of the goals and objectives of the Master Plan and demonstrate improved techniques to deal with certain zoning issues and therefore **(APPROVES/DENIES)** the proposed amendments.

OR

The Village Council moves to postpone the recommendation from Planning Commission for the proposed amendments to Article 19, Planned Unit Development Regulations, until _____ **(DATE)** _____ to allow for the following additional information:

- 1.
- 2.
- 3.

Please contact me prior to the meeting with questions.
Thank you,

Article XIX

PUD PLANNING AND DEVELOPMENT REGULATIONS FOR PLANNED UNIT DEVELOPMENT DISTRICTS

Section 19.01 PURPOSE AND INTENT

The Planned Unit Development (PUD) is provided as a design and planning option, intended to permit flexibility in the regulation of land development; to encourage innovative land use in terms of variety in design, layout, and type of structures constructed; to preserve significant natural features and open space; to promote efficient provision of public services and utilities; to encourage aesthetically pleasing development; to ensure compatibility of a proposed PUD with adjacent uses of land and to promote the use of land in a socially and environmentally desirable manner; minimize adverse traffic impacts, to provide adequate housing and employment; to encourage development of convenient recreational facilities; and to encourage the use and improvement of existing sites or buildings when the uniform regulations contained in other zoning districts alone do not provide adequate protection and safeguards for the site or its surrounding areas or flexibility to consider adaptive re-use of existing structures.

Specifically, the PUD District regulations set forth herein are intended to achieve the following and a petitioner for a PUD must demonstrate all of the following as a condition for a PUD:

- A. A recognizable and material benefit to the ultimate users of the project and to the community, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the PUD regulations.
- B. Encourage innovation in land use and excellence in design, architecture, layout, type of structures constructed through the flexible application of land development regulations, and the preservation of natural resources.
- C. The PUD shall incorporate design elements that unify the site through landscaping, lighting, coordinated signage, pedestrian walks and pathways.
- D. Long term protection and preservation of natural resources and natural features of a significant quantity and/or quality, where such benefit would otherwise be unfeasible or unlikely to be achieved without application of the PUD regulations. The PUD emphasizes a planning approach, which identifies and integrates natural resources and features in the overall site design concept and encourages the provision of open space for active and passive use.
- E. Long term protection of historic structures or significant architecture worthy of preservation, if applicable.
- F. Achieve economy and efficiency in the use of land, natural resources, energy and the provision for public services and utilities, provides adequate housing, employment and

- shopping opportunities particularly suited to the needs of the Village residents, if applicable.
- G. The PUD shall be harmonious with public health, safety and welfare of the village.
- H. The proposed PUD shall not result in an unreasonable negative environmental impact or loss of historic structure(s) on the subject site.
- I. The proposed planned unit development shall not result in an unreasonable negative economic impact upon surrounding properties.
- J. The proposed use or uses shall be of such location, size, density and character as to be in harmony with the zoning district and Village of Dexter Master Plan and shall not be detrimental to the adjoining districts.
- K. The proposed PUD shall be under single ownership and/or control such that there is a single person, corporation, or partnership having responsibility for completing the project in conformity with this ordinance.
- L. The PUD is not proposed in an attempt by the petitioner to circumvent the strict application of zoning standards.

Section 19.02 PUD REGULATIONS

- A. A PUD may be applied in any zoning district.
- B. Any land use or mix of land uses authorized in the Village of Dexter Zoning Ordinance may be considered for a PUD, subject to public health, safety and welfare to ensure the compatibility of varied land uses both within and outside of the development and to the limitations of this Article.
- C. Continuing Applicability of Regulations—The location of all uses and buildings, all uses and mixtures thereof, all yards and transition strips, and all other information regarding uses of properties as shown on or as part of an approved area plan, and on site plans and plats approved subsequently thereto pursuant to an approved PUD, shall have the full force and permanence of the zoning ordinance as though such regulations were specifically set forth in the zoning ordinance.
- D. Such Regulations shall be the continuing obligation of any subsequent interest in a PUD district or parts thereof and shall not be changed or altered except as approved through amendment or revision procedures as set forth in this Article XIX. The approved plan(s) and any conditions attached thereto shall control all subsequent planning or development. A parcel of land that has been approved as a PUD district shall not thereafter be developed or used except in accordance with the approved area plan, preliminary and final site plans, and plats approved subsequent thereto.
- E. Construction—No construction, grading, tree removal, soil stripping, or other site improvements or changes shall commence, and no permit shall be issued ~~therefor~~therefore, on a lot with, or under petition for, a PUD district classification, until the requirements of this article have been met.

Section 19.023 GENERAL PROVISIONS~~CIRCULATION AND ACCESS~~

***PUD Planning and Development Regulations
for Planned Unit Development Districts***

All regulations within the Village Zoning Ordinance applicable to setback, parking and loading, general provisions, and other requirements shall be met in relation to each respective land use in the PUD based upon the zoning districts in which the use is listed as Permitted Principle Uses. In all cases, the strictest provision shall apply.

Notwithstanding the immediately proceeding paragraph, deviations with respect to such regulation may be granted as part of the overall approval of the PUD, provided there are features or elements demonstrated by the petitioner and deemed adequate by the Village Council, upon recommendation of the Planning Commission designed into the project plan for the purpose of achieving the objectives of this Section.

The proposed density of the PUD shall be no greater than that which would be required for each of the proposed component uses included within the PUD (measured by the stated acreage allocated to each use) of the development by the district regulations for the underlying zoning district unless otherwise permitted by the Planning Commission and Village Council or per this section.

A. Residential Density.

1. Residential density shall not be greater than the maximum density permitted in the zoning district in which the property is situated immediately prior to classification under this Article. If the parcel is not zoned for residential use immediately prior to classification under this Article, the Village shall make a determination as to appropriate density based upon existing and planned residential densities in the surrounding area, the availability of utilities and services, and the natural features and resources of the subject parcel.
2. Project density shall be demonstrated by a parallel plan, i.e. a conceptual site plan with a conventional layout based on the underlying zoning with all applicable ordinances and laws observed, including proof of water supply and sewage disposal. The parallel site plan shall be included as a part of the initial Area Plan submittal. The Parallel plan must be a realistic residential site plan that could be developed if the PUD was not approved.
3. Additional density for residential uses may be allowed in the discretion of the Village Council upon the recommendation of the Planning Commission and based upon a demonstration by the applicant of consistency with the Master Plan and of planning and design excellence resulting in a material benefit to the Village, adjacent land uses, and/or the ultimate users of the project, where additional density is proposed to be preserved, where such benefit would otherwise be unlikely to be achieved without the application of the PUD regulations.

In the determination whether a project warrants additional density, the Village Council, upon recommendation of the Planning Commission, may

also consider the following factors including, without limitation: innovative design; pedestrian or vehicular safety; long term aesthetic beauty; protection and preservation of natural resources and features; preservation of open space which avoids fragmentation of the resources base and contributes to an area wide open space network; and improvements to the Village's infrastructure.

B. Mixed Use Projects.

1. For planned unit development projects which contain a residential component, the Village shall make a determination as to appropriate residential density based upon existing and planned residential densities in the surrounding area, the availability of utilities and service and the natural features and resource of the subject parcel.
2. Where non-residential uses adjoin off-site residentially zoned or used property, noise reduction and visual screening mechanisms such as earthen and/or landscaping berms and/or decorative walls, shall be employed in accordance with Article VI.

C. Open Space Regulations

1. Buildings, parking lots, drives and similar improvements may be permitted in open space areas if related and necessary to the functions of the open space. Other buildings and improvements shall be prohibited therein.
2. Open space areas shall be conveniently located in relation to dwelling units.
3. Open space areas shall have minimum dimensions, which are useable for the functions intended, which will be maintainable.
4. The Village Council may require, upon recommendation of the Planning Commission, that natural amenities such as ravines, rock outcrops, wooded areas, tree or shrub specimens, unique wildlife habitat, ponds, streams and marshes be preserved as part of the open space system.
5. Landscaping shall be preserved and/or provided to ensure that the proposed uses will be adequately buffered from one another and from surrounding public and private property.
6. Efforts shall be made to preserve natural, historical, and architectural features and the integrity of the land, including MDEQ regulated and non-MDEQ regulated wetlands or floodplains.
7. When completed, the PUD shall have significant areas devoted to open space, which shall remain in its natural state and/or be restricted for use for active and/or passive recreation purposes harmonious with peaceful single-family residential uses in and surrounding the development. Priority shall be on preserving the most important natural features on the site, as identified by a site analysis. The amount of open space, including the area and percentage of the site, shall be specified on the site plan.
8. In addition to preservation of natural features, additional open space shall be, where possible, located and designed to achieve the following: provide areas for active recreation, provide areas for informal recreation and pathways convenient

to the majority of the residents within the development, connect into adjacent open space, parks, bike paths, and provide natural greenbelts between land uses.

9. Areas not considered open space.

- i. The area within a public street right-of-way or private road access easements or other easements that include roads or drives.
- ii. The area located below the ordinary high water mark of an inland lake, river or stream, or any pond with standing water year round.
- iii. The area within any manmade storm water detention or retention pond.
- iv. The required yard (setbacks) area around buildings, which are not located on an individual lot or condominium site.

D. Preservation of Natural Resources and Natural Features. Taking into consideration the criteria set forth in Sections 19.01 and 19.03, the village shall evaluate the proposed PUD to determine the following:

1. Natural resources will be preserved to the maximum extent feasible.
2. The proposed PUD respects the natural topography and minimizes the cutting, filling, and grading required.
3. The proposed PUD will not detrimentally affect or destroy natural features such as lakes, ponds, stream, wetland, steep slopes and woodlands, and will preserve and incorporate such features into the development's site design.
4. The proposed PUD will not cause off-site soil erosion or sedimentation problems.
5. The conveyance and storage of storm water will enhance the aesthetics of the site.

Section 19.046 — DESIGN STANDARDS

A. Setbacks in the PUD Project. All regulations applicable to front, side and rear yard setbacks, shall be met in relation to each respective land use in the PUD upon zoning district regulations in which the proposed use is listed as a Permitted Principle Use or Special Land Use.

B. Vehicular and Pedestrian Circulation.

1. Vehicular circulation shall be designed in a manner, which provides safe and convenient access to all portions of the site, promotes safety, contributes to coherence of site design, and adapts to site topography. The village encourages vehicular circulation to be modeled after the grid system or a modified grid system and traditional neighborhood design (TND) guidelines.
2. Walkways shall be provided in a manner, which promotes pedestrian safety and circulation. Walkways should be separated from vehicular traffic except where roadway crossings are necessary. The plan shall provide pedestrian and bicycle access to, between or through all open space areas, and to appropriate off-site amenities. Informal trails may be constructed of gravel or other similar material, however the village may require the construction of a pathway of up to eight (8) feet in width be constructed of concrete or asphalt through portions of the development or along any public right-of-way abutting

the development. The pedestrian circulation system, and its related walkways and safety paths, shall be separated from vehicular thoroughfares and ways.

3. Physical design techniques, known as traffic calming are encouraged. These techniques are intended to alter driver behavior to reduce speed and cut-through traffic, improve vehicular safety, and improve conditions for non-motorized traffic. Traffic calming techniques may include but are not limited to the following, pedestrian refuge islands, central islands, chicanes, roundabouts, chokers, curb extensions and/or raised pedestrian crossings.
4. Locations for school bus stops and mailboxes shall be shown on the site plan.
5. Each lot or principal building shall have vehicular access from a public street or private street approved by the Village Council and recommended by the Planning Commission.
6. Each lot or principal building shall have pedestrian access from a public or private sidewalk where deemed necessary by the Village Council, upon recommendation of the Planning Commission, as part of the area plan. All parts of a PUD district shall be interconnected by a sidewalk system with design and materials acceptable to Village Council, which will provide necessary, safe, and convenient movement of pedestrians.
7. Standards of design and construction for public and private streets may be modified to adequately provide the service required. Right-of-way standards may also be modified, especially where the area plan provides for separation of pedestrian and vehicular traffic and adequate, off-street parking facilities. Modification of proposed public streets shall first be reviewed by the Village Engineer.
8. Public and private streets shall be designed and constructed according to established standards for public streets, except that such standards may be modified as provided in section 19.03.A.3., preceding. If private streets are to be dedicated to a public agency in the future, the petitioner shall first agree to bear the full expense of making the street suitable for public acceptance.
9. An individual dwelling unit in any single-family, two-family, townhouse, mobile home, or similar residential structure shall not have direct access to a collector or arterial street.
10. Thoroughfare, drainage and utility design shall meet and exceed standards otherwise applicable in connection with each of the respective types of uses served.

C. Parking and Loading Regulations

1. The parking and loading requirements set forth in Article V, herein, shall apply except that the number of spaces required may be reduced if approved by the Village Council, upon recommendation of the Planning Commission, as part of the area plan. Such reduction shall be based upon specific findings.
2. Parking areas within the PUD shall meet the minimum requirements of Village Ordinances, unless modified by the Planning Commission and Village Council.

D. Utilities.

1. Each principal building shall be connected to public water and sanitary sewer lines.
2. Each site shall be provided with adequate storm drainage. Open drainage courses and storm water retention/detention ponds may be permitted.
3. There shall be underground installation of utilities, including but not limited to, electrical, telephone, and cable television lines, provided, however, that distribution lines may be placed overhead if approved by the Village Council. Surface mounted equipment for underground wires shall be shown on the final site plan and shall be screened from view.
4. The uses proposed in the PUD shall not adversely affect the existing public utilities and circulation system, surrounding properties, or the environment.

E. Storm water Drainage/Erosion Control. All storm water drainage and erosion control plans shall meet the standards adopted by the Village for design and construction and shall to the minimum extent feasible, utilize non structural control techniques, including but not limited to:

1. limitation of land disturbance and grading;
2. maintenance of vegetated buffers and natural vegetation;
3. minimization of impervious surfaces;
4. use of terraces, contoured landscapes, runoff spreaders, grass, vegetated, or rock-lined swales; use of infiltration devices, including but not limited to rain gardens, native landscaping, and bio-retention swales.

F. Design Elements.

1. It is the intent of this article to promote excellence and innovation in design. Signage, lighting, landscaping, architecture and building materials for the exterior of all structures, and other features of the project, shall be designed and completed with the objective of achieving an integrated and controlled development, consistent with the character and the community, surrounding developments, and natural features of the area.

Residential projects shall be designed to complement the visual context of the natural area. Techniques such as architectural design, site design, the use of native landscaping and choice of colors and building materials shall be utilized in such manner that the scenic views across or through the site are protected and that the residential development is buffered from different land uses.

Non-residential and/or mixed use projects shall contribute to the enhancement of community and public spaces by providing at least two (2) of the following: patio/seating area, pedestrian plaza with benches, transportation center, window shopping walkway, outdoor playground area, kiosk area, water feature, clock tower or other such deliberately shaped area and/or focal feature

or amenity that, in the judgment of the Village Council, as recommended by the Planning Commission, adequately enhances such community and public spaces. Any such areas shall have direct access to the public sidewalk network and such features shall not be constructed of materials that are inferior to the principle materials of the building and landscape.

Section 19.05 PUD CONDITIONS

- A. Reasonable conditions may be required by the Planning Commission before approval of a PUD, to the extent authorized by law, for the purpose of ensuring that existing public services and facilities affected by a proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, protecting the natural environment and conserving natural resources and energy, ensuring compatibility with adjacent land uses, and promoting the use of land in a socially and economically desirable manner consistent with the Master Plan of the Village.
- B. Conditions imposed shall be designed to protect natural resources and the public health, safety and welfare of individuals in the project and those immediately adjacent, and the community as a whole; and necessary to meet the intent and purpose of this Ordinance, and be related to the objective of ensuring compliance with the standards of this Ordinance. All conditions imposed shall be made part of the development agreements of the approved PUD which shall include a site plan and development agreement signed by the Village and the petitioner.

Section 19.06 PHASING

Development may be phased as delineated on the approved area plan, subject to the following requirements:

- A. ~~A phase shall not be dependent upon subsequent phases for safe and convenient vehicular and pedestrian access, adequate utility services, and open spaces and recreation facilities.~~
- A. Where a project is proposed for construction in phases, the planning and designing shall be such that, upon completion, each phase shall be capable of standing on its own in terms of the presence of safe and convenient vehicular and pedestrian access, adequate utility services, facilities, recreation facilities and open space. Each phase shall contain all necessary components to ensure protection of natural resources and the health, safety and welfare of the users of the PUD and the residents of the surrounding area, including sidewalk connections and roadway improvements. In addition, the developments which include residential and non-residential uses, the relative mix of uses and the scheduled completion of construction for each phase shall be disclosed and determined to be reasonable in the discretion of the Village Council after recommendation from the Planning Commission.

- B. The Village Council, upon recommendation of the Planning Commission, may require that development be phased so that property tax revenues resulting from such development will generally balance the expenditures required by public agencies to properly service the development; so that serious overloading of utility services and community facilities will not result; and so that the various amenities and services necessary to provide a safe, convenient, and healthful residential environment will be available upon completion of any one phase. The Planning Commission may require the petitioner to provide housing and commercial market analysis, traffic studies, and other information necessary for the Commission to properly and adequately analyze a PUD district request for recommendation to the Village Council with respect to this requirement.
- C. The Planning Commission may require, as part of a final site plan review of a phase, that land shown as open space on the approved area plan be held in reserve as part of the phase to be developed, in order to guarantee that density limits for the entire approved PUD will not be exceeded when the subject phase is completed. Such reserved land may be included in the development of subsequent phases if the density limits will not be exceeded upon completion of that phase or if other land is similarly held in reserve.

Section 19.07 - PRE-APPLICATION CONFERENCE

- A. ~~Prior to filing a formal request or submission of an application for a PUD the A-petitioner for a PUD district shall may request a pre-application conference with the Village Zoning Administrator officials prior to filing the petition. The request shall be made to the Village Zoning Administrator Planning Commission Chairman who shall set a date for the conference and shall inform the Village Manager, President, Planning Commission Chair and Clerk, and other Planning Commission members of the conference and invite their attendance. The Planning Commission Chairman shall also invite other officials staff or consultants whom the Zoning Administrator deems appropriate might have an interest in the proposed development, or who might assist the Village in the review process.~~
- B. The purpose of the conference shall be to inform Village and other officials of the concept of the proposed PUD development and to provide the petitioner with information regarding land development policies, procedures, standards, and requirements of the Village and other agencies. The petitioner must include the following information at the pre-application conference: ~~is encouraged to present schematic plans, site data and other information that will explain the proposed development.~~
1. Legal description of the subject property.
 2. The estimates total number of acres to be developed.
 3. The relative locations of the different uses in the proposed planned development.
 4. The estimated density for each proposed use.
 5. The known deviations and alterations from ordinance regulations.
 6. The estimated number of acres to be used as open space.
 7. At least a sketch of the exterior facades of all buildings and structures contemplated to be erected.
 8. A sketch of the proposed PUD.

9. The approximate number of acres of wetlands, woodlands and any other environmentally sensitive areas.
10. The location and estimated number of acres of natural resources and natural features which are to be preserved.

C. Statements made in the conference shall not be legally binding commitments.

Section 19.08 - AREA PLAN REQUIREMENTS

A. Procedure for Petition and Area Plan Approvals for PUD.

1. A petition for a PUD district may be made by the owner(s) of record or by person(s) acting on behalf of the owner(s) of record of the subject parcel(s). The petitioner shall have a substantial interest in the subject property prior to filing. The filing shall be in the name of all owners. The petitioner shall provide evidence of full ownership of all land in a PUD, or execution of a binding sales agreement or written permission from the owner of record, prior to approval of the petition and area plan by the Village Council.
2. The petition shall be filed with the Village Zoning Administrator~~Clerk~~ who shall ~~process~~transmit the petition and the area plan ~~to the Planning Commission Secretary~~. ~~The petition shall be filed at least (2) weeks prior to the Planning Commission meeting at which it is to be first considered.~~
3. The ~~P~~planning Commission shall hold a public hearing on the petition and area plan, ~~said hearing to be held within thirty-one (31) days of the filing date or at the regular Planning Commission meeting following but closest to that date.~~ Notice of the public hearing shall be given in a newspaper of general circulation in the Village of Dexter.
4. At the public hearing the petitioner shall present evidence regarding the following characteristics of the proposed development:
 - a. General character and substance.
 - b. Objective and purposes to be served.
 - c. Compliance with regulations and standards.
 - d. Scale and scope of development proposed.
 - e. Economic feasibility of the proposed uses.
 - f. Impact assessment – Reports and Maps illustrating the following is required:
 - 1) Intent

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The purpose of an Impact Assessment is to assess the developmental ecological, social, economic, and physical impact from a proposed development on and surrounding the development site, and to determine if a proposed use will be in compliance with the site development and performance standards set forth in this Ordinance. ~~Where required, Preparation of the Impact Assessment is required~~ unless waived, in whole or in part, by the Planning Commission and shall be the responsibility of the petitionerapplicant. The ~~petitionerapplicant~~ shall use qualified personnel to complete the Impact Assessment, which shall address the following issues, at minimum:

- (a). Water, noise, and air pollution associated with the proposed use.
- (b). Effect of the proposed use on public utilities.
- (c). Historic and archeological significance of the site and adjacent properties.
- (d). Displacement of people and other land uses by the proposed use.
- (e). Alteration of the character of the area by the proposed use.
- (f). Effect of the proposed use on the Village's tax base and adjacent property values.
- (g). Compatibility of the proposed use with existing topography, and topographic alterations required.
- (h). Impact of the proposed use on surface and groundwater.
- (i). Operating characteristics and standards of the proposed use.
- (j). Proposed screening and other visual controls.
- (k). Impact of the proposed use on traffic.
- (l). Impact of the proposed use on flora and fauna, natural resources and natural features, woodlands, wetlands, etc.
- (m). Negative short-term and long-term impacts, including duration and frequency of such impacts, and measures proposed to mitigate such impacts.

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- (n). Economic effect the project would have on the Village, including, but not limited to, the additional need, if any, for Village public services such as the need for additional police or fire services, or public school support, the generation of municipal refuse, etc.

2) Evaluation of the Impact Assessment

The Planning Commission and Village Council shall consider the criteria listed below in their evaluation of an Impact Assessment. Failure to comply with any of the criteria shall be sufficient justification to deny approval of the PUD. The Village Council and Planning Commission shall determine that the proposed use:

- (a). Will be harmonious with and in accordance with the general objectives of the Master Plan.
- (b). Will be designed, constructed, operated, and maintained in harmony with the existing or future neighboring uses.
- (c). Will not be hazardous or disturbing to existing or future neighboring uses.
- (d). Will represent a substantial improvement to property in the immediate vicinity and to the community as a whole.
- (e). Will be served adequately by essential public services and facilities, such as highways, streets, drainage structures, police and fire protection, and refuse disposal, or persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately for such services.
- (f). Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the community.
- (g). Will not involve uses, activities, processes, materials, equipment, and conditions of operations that will be detrimental to any persons, property, or the general health, safety and welfare by reason of excessive smoke, fumes, glare, noise, vibration or odors.

3) Applicability of Other Standards and Ordinances

Approval of the Impact Assessment shall not relieve the project's sponsor from complying with other land development standards of the Zoning Ordinance, or with any other Village ordinance, or with any other applicable local, State or Federal law or regulation.

- g. Development schedules.
 - h. Compliance with the adopted Master Plan of the Village.
 - i. Ownership of land, identifying all parties of interest.
 - j. Full and complete disclosure for all parties involved in the development as to ownership, current financial position, experience in previous five (5) years, background on all management personnel. To this end evidence and expert opinion shall be submitted by the applicant in the form of maps, charts, reports, models and other materials, and in the form of testimony by experts as will clearly state the full nature and extent of the proposal. Materials shall be submitted in sufficient quantity for review by the Planning Commission and other Village officials.
5. The Village Planning Commission shall conduct a public hearing to review and evaluate ~~undertake a study of the~~ petition and area plan and ~~shall submit a report thereon to the Village Council within ninety-five (95) days after the pre-application conference is completed and following receipt by the Village of a completed PUD application in accordance with Article XIX of the filing date.~~ Following the public hearing, the Planning Commission shall make a resolution either recommending approval or denial of the petition (or tabling the petition pending receipt of further information as required by this Article) to the Village Council. The Planning Commission shall transmit a report to the Village Council setting forth its conclusions, decision, recommendations and the basis for its decision, along with comments received at the public hearing. This report shall contain the Planning Commission's analysis of the petition and area plan, findings regarding standards, and suggested conditions of approval if applicable, and its recommendations.
6. ~~After making its recommendations to the Village Council, the Planning Commission shall transmit the petition to the Washtenaw County Metropolitan Planning Commission.~~
67. The Village Council shall review the petition and area plan and the Village Planning Commission recommendations ~~report thereon, and the Village Council~~ and shall approve, approve with conditions, deny, or table for future consideration (if the PUD petition and/or area plan does not meet the criteria set forth in this Ordinance, but could meet the criteria if revised), the petition and area plan. Changes in the petition or area plan desired by the Village Council shall be referred back to the Village Planning Commission for further review and recommendation prior to Village Council action thereon. ~~The Village Council may attach conditions to its approval of a PUD.~~
78. If the petition and area plan are approved by the Village Council, the petitioner and all owner(s) of record of all property included within the PUD shall sign a statement

and/or PUD agreement, as determined by the Village Council and its attorney, that the approved petition and area plan shall be binding upon the petitioner and owner(s) of record and upon their heirs, successors, and assigns among other criteria in accordance with this Article.

B. Information Required for Area Plan

1. An area plan for a PUD consisting of eighty (80) acres or less shall contain all information required for preliminary site plans as set forth in Section 21.04, herein, and the following information:
 - a. Density of use for each use area of the site, including a parallel site plan for residential development as described in Section 19.03.A.2.
 - b. General description of the organization to be utilized ~~to own~~ which will own and maintain common open space areas and facilities.
 - c. General description of covenants or other restrictions; easements for public utilities; by-laws and articles of incorporation for home owners', cooperative, or condominium association(s).
 - d. Description of the petitioner's intentions regarding selling or leasing of land and dwelling units.
 - e. Description of all proposed uses by reference to existing zoning classifications under the Village Zoning Ordinance, i.e. residential uses by density and housing type. Office and commercial land uses, open space and recreational facilities, and other land uses.
 - f. General landscape concept showing tree masses to be preserved or added, buffer areas, and similar features.
 - g. Delineation of areas to be platted under the Subdivision Control Act, if any.
2. An Area plan for a PUD consisting of more than eighty (80) acres shall contain the information as required in Section 19.08 B.1 (a) through (g), preceding, and the following information:
 - a. Location and description of site; dimensions and area.
 - b. General topography; soil information.
 - c. Scale, north arrow, date of plan.
 - d. Location, type, and land area of each proposed land use; dwelling unit density (dwelling units per acre); type of dwelling units.

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- e. Location, use and size of open areas and recreation areas.
- f. General location, surface width, and right-of-way width of proposed public streets; general location and surface width of major private streets/drives.
- g. General location of proposed parking areas and approximate number of spaces to be provided in each area.
- h. General delineation of existing natural features to be preserved or removed; location of existing structures, streets and drives; location and purpose of existing easements.
- i. Adjacent land uses.
- j. Location and area of each development phase; summary of land use information as required in Section 19.08.B.2.(d) preceding, for each phase.
- k. General description of proposed water, sanitary sewer and storm drainage systems.

C. Standards for Petition and Area Plan Review.

The Planning Commission shall determine and shall provide evidence of same in its report to the Village Council, that the petition and area plan meet the following standards:

- 1. The proposed PUDdevelopment shall conform to the adopted Master Plan or any part thereof, or represents a land use policy, which, in the Planning Commission's opinion, is a logical and acceptable change to in the adopted Master Plan.
- 2. The proposed PUDdevelopment shall conform to the intent and all regulations and standards of a PUD district.
- 3. The proposed PUDdevelopment shall be adequately served by public utilities, facilities and services such as: highways, streets, police and fire protection, drainage courses, water and sanitary sewer facilities, refuse disposal; or that the persons or agencies responsible for the proposed development shall be able to properly provide such facilities and services.
- 4. Common open space, other common properties and facilities, individual properties, and all other elements of a PUD are so planned that they will achieve a unified open space and recreation area system, with open space and all other elements in appropriate locations, suitably related to each other, the site and surrounding lands.
- 5. The petitioner shall have made provision to assure that public and common areas will be or have been irrevocably committed for that purpose. Provisions shall have

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been made to provide for financing of improvements shown on the plan for open space and other common areas, and that proper maintenance of such improvements is assured.

6. Traffic to, from, and within the site will not be hazardous or inconvenient to the project or to the neighborhood. In applying this standard the Planning Commission shall consider, among other things, convenient routes for pedestrian traffic; relationship of the proposed project to main thoroughfares and street intersections; and the general character and intensity of the existing and potential development of the neighborhood.
7. The mix of housing unit types and densities, and the mix of residential and nonresidential uses shall be acceptable in terms of convenience, privacy, compatibility, and similar measures.
8. The Planning Commission shall determine, where applicable, that noise, odor, light, or other external effects which are connected with the proposed use, will not adversely affect adjacent and neighboring lands and uses.
9. The proposed development shall create a minimum disturbance to natural features and ~~land forms~~landforms.
10. Streets shall follow topography, be properly spaced, and be located and aligned in accordance with the intended function of each street. The property shall have adequate access to public streets. The plans shall provide for logical extensions of public streets and shall provide suitable street connections to adjacent parcels, where applicable.
11. Pedestrian circulation shall be provided within the site, and shall interconnect all use areas, where applicable. The pedestrian system shall provide for a logical extension of pedestrian ways outside the site and to the edges of the PUD, where applicable.

D. Effect of Approval of Petition and Area Plan Approval of the petition and area plan by the Village Council shall have the following effects:

When approved, the PUD, with all conditions imposed, if any, shall constitute the land use authorization for the property, and all the improvements and uses shall be in conformity with the amendment. Notice of adoption of the final PUD site plan and PUD development agreement shall be recorded with the Washtenaw County Register of Deeds at the petitioner's expense.

1. Approval shall confer a right to the ~~petitioner~~applicant for a period of three (3) years for a PUD of eighty (80) acres or less in area, or for a period of five (5) years for a PUD of more than eighty (80) acres in area, from the date of approval, that existing zoning regulations as they apply to the land included in the petition and area plan, shall remain unchanged, provided that subsequent planning and/or construction are

diligently pursued in accordance with the approved area plan within this time period.

2. Approval of an area plan shall indicate acceptance of uses, building locations in the case of a PUD of eighty (80) acres or less in area, layout of streets, dwelling unit count and type, floor areas, densities, and all other elements of the area plan.
3. Approval of an area plan of eighty (80) acres or less in area shall authorize the petitioner to file an application for final site plan approval for all or any phase of the development shown on the approved area plan. Such approval shall also authorize construction to begin for site improvements such as streets and drives, parking lots, grading, installation of utilities, and building foundations, provided the Village Council gives permission for such construction, after recommendation by the Planning Commission, and provided that all required permits have been issued.

Grading, tree removal and other changes in existing topography and natural features shall be limited to the minimum required to permit construction as authorized in this sub-section. Construction shall be limited to those elements whose location, size, alignment and similar characteristics will not be reviewable as part of a final site plan or any plat.

4. Approval of an area plan of more than eighty (80) acres shall authorize the petitioner to file a preliminary site plan for each phase of the proposed development. No construction shall begin with any phase until after a preliminary site plan is approved as required herein, and in accordance with Section 21.04B9-03, herein.
5. Approval of an area plan by the Village Council shall authorize the ~~petitioner~~applicant to file a preliminary plat for tentative approval in accordance with the Subdivision Control Act (Act 288, P.A. 1967) and the Village's Subdivision Control Ordinance for area within the PUD which is to be platted.
6. No deviations from the area plan approved by the Village Council shall be permitted except as provided in this article.

Section 19.09 - PRELIMINARY SITE PLAN REQUIREMENTS

A preliminary site plan shall be submitted for approval for each phase of development as delineated on the approved area plan for PUD's consisting of more than eighty (80) acres of land area. Preliminary site plans shall be submitted and reviewed in accordance with, and shall meet all provisions of, Section 21.04B, herein. Preliminary site plans shall conform to the approved area plan.

Section 19.10 - FINAL SITE PLAN REQUIREMENTS

A final site plan shall be approved for each phase of a PUD as delineated on the approved area plan. Each final site plan shall be submitted and reviewed in accordance with, and shall meet all

provisions of, Section 21.04C, herein. The petitioner and all owner(s) of record or the owner(s) legal representative(s) shall sign the approved final site plan.

Section 19.11 - SUBDIVISION PLATS

- A. The Village Council shall have the authority to deny or table an application for tentative approval of a preliminary plat if, in its opinion and after a report thereon from the Planning Commission, such plat will result in premature development of the area involved, or will result in improper scheduling of various public improvements such as, but not limited to, roads, utilities, and schools.
- B. A preliminary or final site plan shall not be required for any part of a PUD which is to be platted for single-family detached residential development.
- C. Plats shall conform to the approved area plan.

Section 19.12 - COMMON AREAS AND FACILITIES

- A. The location, extent, and purpose of all common area and facilities shall be identified on the area plan, on the preliminary site plan where applicable, and on each final site plan. All such areas and facilities which are to be conveyed to any agency shall be identified accordingly on the final site plan(s).
- B. All public areas and facilities which are to be dedicated to a public agency shall be so dedicated prior to approval of a final site plan or a final plat, unless a binding agreement is provided in lieu of dedication.
- C. Legal instruments setting forth the manner of permanent maintenance of common area and facilities shall be submitted to the Village Attorney for review before the Village Council approves a final site plan or final plat.
- D. Where a Home Owners or Condominium Association (AssociationHOA) is to be used to maintain common areas and facilities, the developer shall file a declaration of covenants and restrictions that will govern the AssociationHOA, same to be filed with the area plan application. The provisions shall include, but shall not be limited to, the following:
 - 1. The AssociationHOA shall be established before any dwellings in the PUD are sold.
 - 2. Membership in the AssociationHOA shall be mandatory for each dwelling unit buyer and for any successive buyer and shall be so specified in the covenants.
 - 3. Restrictions shall be permanent.
 - 4. The AssociationHOA shall be made responsible for liability.

5. Dwelling unit owners shall pay their prorated share of the costs and this requirement shall be specified in the covenants. Assessments levied by the ~~Association~~HOA may become a lien on the individual properties.

Section 19.13 AMENDMENT AND REVISION

- A. A developer may request a change in an approved area plan, an approved preliminary site plan, or an approved final site plan. A change in an approved preliminary or final site plan ~~which plan, which is determined by the Zoning Administrator to be results in a major change, as defined in this section, in the approved area plan,~~ shall require an amendment to the approved area plan. All amendments shall follow the procedures and conditions herein required for original submittal, ~~and review, and approval, including a public hearing and notification.~~ A change, which results only in a minor change as defined in this Section and as determined by the Zoning Administrator, shall only require a revision to the approved plan and may be approved by the Village Zoning Administrator after notification to the Planning Commission and Village Council and provided the minor change will not significantly alter the PUD as approved by the Village Council, including the appearance of the development and further provided that such change is minor as defined in this Section 19.13.
- B. A request for an amendment shall be made in writing to the ~~Zoning Administrator~~Planning Commission and shall clearly state the reasons ~~therefor~~therefore. Such reasons ~~shall~~may be based upon considerations such as changing social or economic conditions, potential improvements in layout or design features, unforeseen difficulties, or advantages mutually affecting the interest of Village of Dexter and the developer, such as technical causes, site conditions, state or federal projects and installations, and statutory revisions. ~~The Planning Commission, upon finding such reasons and requests reasonable and valid, shall so notify the applicant in writing.~~ Following payment of the appropriate fee, the developer shall submit the required information to the ~~Zoning Administrator~~Planning Commission for review. If the approved plan is to be amended, ~~the Planning Commission shall immediately notify the Village Council.~~
- C. Changes to be considered major, for which amendment is required pursuant to the procedures and conditions as required for the original submittal as set forth in this Article XIX, shall include one or more of the following:
 1. Change in concept of the development.
 2. Change in use or character of the development.
 3. Change in type of dwelling unit as identified on the approved area plan.
 4. Increase in the number of dwelling units.
 5. Increase in nonresidential floor area of over five (5) percent.

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6. Increase in gross floor area or floor area ratio of the entire PUD of more than one (1) percent.
7. Rearrangement of lots, blocks, and building tracts.
8. Change in the character or function of any street.
9. Reduction in land area set aside for common open space or the relocations of such area(s).
10. Horizontal and/or vertical elevation changes of five (5) percent or more.~~Increase in building height.~~

~~D. A developer may request Planning Commission approval of minor changes, as defined in this section, in an approved area plan, approved preliminary site plan, where applicable, and in an approved final site plan. The Planning Commission shall notify the Village Council and other applicable agencies of its approval of such minor changes. The revised drawings as approved shall each be signed by the petitioner and the owner(s) of record or the legal representative(s) of said owner(s).~~

D.E. Minor changes shall include the following:

1. A change in residential floor area.
2. An increase in nonresidential floor area of five (5) percent or less.
3. Horizontal and/or vertical elevation changes of five (5) percent or less.
4. Designated "Areas not to be disturbed" or open space may be increased.
5. Plantings approved in the Final PUD Landscape Plan may be replaced by similar types of landscaping on a one-to-one or greater basis.
6. Changes to building materials to another higher quality material.
7. Changes in floor plans, which do not alter the character of the use.
8. Slight modification of sign placement or reduction of size.
9. Minor variations in layout which layout, which do not constitute major changes.
- 10.4. An increase in gross floor area or floor area ratio of the entire PUD of one (1) percent or less.

E.F. The ~~Zoning Administrator~~Planning Commission shall have authority to determine whether a requested change is major or minor, in accordance with this section. The burden shall be

on the applicant to show good cause for any requested change. Upon approval, revised drawings shall each be signed by the petitioner and the owner(s) of record or the legal representative(s) of said owner(s) and submitted for the record.

Section 19.14 EXPIRATION OF PLAN APPROVALS

- A. An area plan or a preliminary site plan, where applicable, shall expire two (2) yearseighteen (18)-months after approval unless a final site plan for the first phase of the project, or for the entire property in the PUD if development is not to occur in phases, is submitted to the Planning Commission for approval. Thereafter the final site plan for each subsequent phase shall be submitted to the Planning Commission for review and approval within two (2) years of the date of approval of the immediately preceding final site plan.
- B. A final site plan for the entire PUD, or all final site plans for all phases thereof, shall have received approval of the Planning Commission within three (3) years, in the case of a PUD of eighty (80) acres or less in area, or within five (5) years for a PUD of more than eighty (80) acres in area. All final plans in a PUD shall have been approved and recorded within the preceding time periods.
- C. Expiration of an approved area plan, or preliminary site plan, where applicable, as set forth in Section 19.14A, preceding, and failure to obtain approval of final site plans and final plats provided in Sections 19.14A and B, preceding, shall authorize the Village Council to revoke the right to develop under the approved area plan, after a hearing and unless good cause can be shown for said expiration. In such case, the Village Council may require that a new area plan be filed and reviewed in accordance with the requirements for original application. Expiration shall also authorize the Village Council to initiate a zoning amendment to place the subject property into one or more zoning districts deemed by the Village Council to be appropriate.
- D. An approved final site plan shall expire as provided in Section 21.04.C.8₁ herein.
- E. Development shall be completed within two (2) years of the date of approval of a final site plan. If said development is not so completed, the Planning Commission shall not review or approve final site plans for subsequent phases of a PUD unless good cause can be shown for not completing same.
- F. If an approved area plan or an approved final site plan has expired as set forth in this section, no permits for development or use of the property shall be issued until the applicable requirements of this section have been met.

Section 19.15 EXTENSION OF TIME LIMITS

Time limits set forth in this article may be extended upon showing of good cause, and by written agreement between the petitionerapplicant and the recommendation of the Planning Commission and approval by Village Council.

~~whichever is applicable, in the case of area plans, and between the applicant and the Planning Commission, in the case of final site plans.~~

Section 19.16 AS-BUILT DRAWINGS

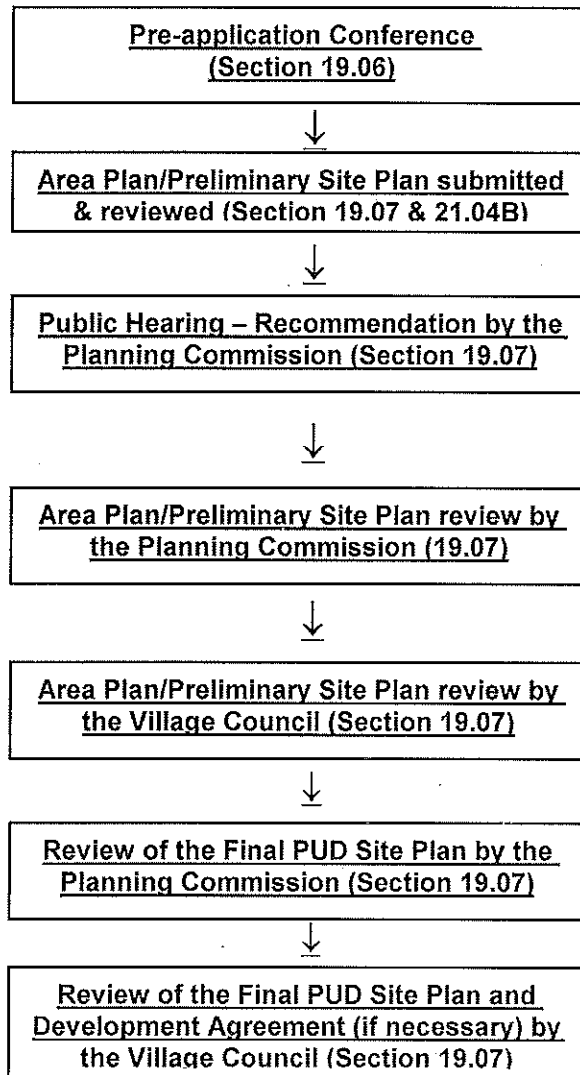
As-built drawings shall be provided in accordance with Section 21.087, herein.

Section 19.17 PERFORMANCE GUARANTEE

Performance guarantees shall be provided in accordance with Section 21.110 herein.

Section 19.18 VIOLATIONS

- A. A violation of an approved area plan, preliminary site plan, and final site plan, shall be grounds for the Village Council to order that all construction be stopped and to order that building permits and certificates of occupancy be withheld until the violation is removed or adequate guarantee of such removal is provided to the Village Council.
- B. Violations of any plan approved under this article, or failure to comply with any requirement of this article, including agreements and conditions attached to an approved plan, shall be considered a violation of the Village is a Ordinance as provided in Section 21.132 herein.



* Annexation and/or conditional transfer requests can be made before or after the Pre-application conference.



VILLAGE OF DEXTER - COMMUNITY DEVELOPMENT OFFICE

8140 Main Street • Dexter, Michigan 48130-1092 • (734) 426-8303 • Fax (734) 426-5614

AGENDA 7-9-07

ITEM 1-2

Memorandum

To: Village Council
Donna Dettling, Village Manager
From: Allison Bishop, Community Development Manager, AICP
Re: **K-Space Associates Combined Site Plan #1**
Recommendation from Planning Commission
Date: July 9, 2007

PLANNING COMMISSION DECISION

On July 2, 2007 the Planning Commission recommended approval of the K-Space Associates Combined Site plan dated 6-22-07 with the following draft motion:

Based upon the information received from the applicant, reflected in minutes of this meeting, and in conformance with Section 21.04(B) and 21.04(C) of the Village of Dexter Zoning Ordinance, the Planning Commission finds the K-Space Associates Combined Site plan dated 6-22-07 meets the requirements to recommend the Combined Site Plan for approval by Village Council.

In making this determination, the following additional conditions shall apply:

1. Concerns noted in the OHM review letter dated June 26, 2007.
2. Reduce the light pole heights to 18 ½ feet and add an additional shielded wall pack fixture on the building exterior.

Planning Commission discussion included, but was not limited to, the use of the building, jobs, architecture, lighting, landscaping, building placement, etc.

LANDSCAPING WAIVER GRANTED

Pursuant to Section 6.13 the applicant requested a waiver from Section 6.06, Landscape Screening Between Land Uses, for the berm or wall buffer requirements only, for the north property line of the K-Space Associates property. Pursuant to Section 6.06 a four (4) foot high continuous wall or fence is required in addition to the required planting (1 ornamental OR 1 evergreen tree OR 7 shrubs be planted per each thirty (30) lineal feet along the property line).

The property along the northern property line is vacant and zoned RD Research and Development; therefore Section 6.06 requires that Buffer B requirements be met.

Pursuant to Section 6.13 the Planning Commission may determine existing landscaping or screening intended to be preserved, or a different landscape design, would provide all or part of the required landscaping and screening. The Planning Commission also discussed the intent of the buffer requirements and that the intent was not to have a wall or fence between similar land uses throughout the Research and Development Park.

The Planning Commission moved to waive the buffer requirements for the wall or fence with the following DRAFT motion:

Pursuant to Section 6.13 of the Village of Dexter Zoning Ordinance the Planning Commission moves to waive Section 6.06 Landscaping buffer Requirements for the wall or fence on the north property line because the proposed landscaping shown on the combined site plan for K-Space Associates meets the intended screening required by the ordinance.

REVIEW

Included in your packet are the consultant's second reviews for the applicant's revised combined site plan submittal, plan date 6-22-07 (included in packet). Also included for your reference is Carlisle Wortman's initial review with the additional project scope information.

The applicant originally submitted plans on June 4, 2007 and has subsequently revised the plans following the receipt of the reviews from the planning and engineering consultants.

Please note that this is a combined site plan.

SPR COMMITTEE MEETING

The SPR Committee met on June 25, 2007 to meet with the applicant and review the consultant comments. The SPR Committee discussed the plan including, but not limited to the following:

- Landscaping waiver for the north property line
- Village Green Zelkova tree species have been replaced with Pin Oaks
- All other landscaping requirements have been revised to meet the standards
- Landscaping has been added around the trash enclosure as recommended.
- Paving cross sections – the applicant proposed to change the paving cross section based on the proposed building use – OHM permitted the change in the parking lot (15 space) in front of the building only
- Removal of the detention basin – a basin is NOT required in the Research and Development Park due to the Village regional basin.
- Relocation of the parking lot to the rear of the building – the applicant explained that the parking lot was placed in front of the building to accommodate future building expansion to the rear.
- Relocation of the front drive was discussed – relocation of the drive to the north would not result in an alignment across from the existing drive due to property line constraints. The applicant was willing to consider sharing the access drive in the future with the property to the north, which is also owned by the applicant.
- The applicant indicated that the largest trucks anticipated are 30-foot UPS trucks.
- The loading zone has been revised to meet the standards.
- Parking spaces have been revised to meet the standards.
- Lighting – the applicant will review the height of the proposed parking lot lights and consider lowering the height of the lights to 18 feet or at least 20 feet depending on coverage needs. The applicant will also consider adding an additional wall light to ensure adequate lighting coverage per the ordinance and per security needs. Reducing the height of the lights is not a requirement, however it is something that the Village encourages and promotes to reduce light pollution and improve aesthetics.
- Signs – the applicant will add a note to the plan indicating that they will follow the requirements of Article 7 of the Village of Dexter Zoning Ordinance. At this time the applicant is not prepared to determine the type of signage the building owner desires. The applicant was informed of the Village's sign standards.
- The applicant was asked to provide color renderings at the meeting as well as material samples of the building materials.

- Architectural details were briefly discussed and the applicant agreed to look into additional details above the windows and doors. Additional architectural details are not a requirement in the RD District.
- No variances are needed; the applicant has revised the plan to meet the Village requirements.

The SPR committee for the K-Space Associates Building was Carson and Clugston. Others present at the meeting were Don Dettling, Christine Cale, the applicants and Allison Bishop.

RECOMMENDATION

Per Section 21.04(B)2 and 21.04(C)3 the Planning Commission shall consider the following standards when reviewing a combined site plan:

Section 21.04(B)2

- a. That all required information has been provided;
- b. That the proposed development conforms to all regulations of the zoning district in which it is located;
- c. That the applicant may legally apply for site plan review;
- d. That vehicular and pedestrian traffic within the site, and in relation to streets and sidewalks serving the site, shall be safe and convenient;
- e. That the proposed site plan will be harmonious with, and not harmful, injurious, or objectionable to, existing and future uses in the immediate area;
- f. That natural resources will be preserved to a maximum feasible extent;
- g. That the proposed development respects natural topography to the maximum feasible extent, and minimizes the amount of cutting and filling required;
- h. That organic, wet, or other soils, which are not suitable for development, will be undisturbed or will be modified in an acceptable manner;
- i. That the proposed development properly respects floodway and flood plains on or in the vicinity of the subject property; and
- j. That phases of development are in logical sequence so that any phase will not depend upon a subsequent phase for adequate access, public utility services, drainage, or erosion control.

Section 21.04(C)3

- a. That the final site plan conforms to the preliminary site plan as approved by the Village Council;
- b. That the plan meets all applicable standards in Section 21.04C(3). herein;
- c. That the plan meets the specifications of Dexter Village for fire and police protection, water supply, sewage disposal or treatment, storm drainage, and other public facilities and services, and has been reviewed by the Village Planner, Village Fire Chief and the Village Engineer;
- d. That the proposed development will not cause soil erosion or sedimentation problems;
- e. That the drainage plan for the proposed development is adequate to accommodate anticipated storm water runoff and will not cause undue runoff onto neighboring property or overloading of watercourses in the area; that the proposed development is coordinated with improvements serving the subject property and with the other developments in the general vicinity;
- f. That outside lighting will not adversely affect adjacent or neighboring properties, or traffic on adjacent streets;
- g. That outdoor storage of garbage and refuse is contained, screened from view, and located so as not to be a nuisance to the subject property or neighboring properties;

- h. That grading or filling will not destroy the character of the property or the surrounding area and will not adversely affect the adjacent or neighboring properties;
- i. That parking layout will not adversely affect the flow of traffic within the site or to and from the adjacent streets;
- j. That the plan meets the standards of other government agencies, where applicable, and that the approval of these agencies has been obtained or is assured; and
- k. That the plan provides for the proper expansion of existing public streets serving the site, where applicable.
- l. That the plan meets all other requirements /standards established by the Village of Dexter.

SUGGESTED MOTIONS

Based upon the information received from the applicant, the recommendation of the Planning Commission, and in conformance with Section 21.04(B) and 21.04(C) of the Village of Dexter Zoning Ordinance, the Village Council finds the K-Space Associates Combined Site plan dated 6-22-07 **(meets / fails to meet)** the requirements for combined site plan approval.

In making this determination, the following additional conditions shall apply:

- 1. Concerns noted in the OHM review letter dated June 26, 2007.
- 2. Reduce the light pole heights to 18 ½ feet and add an additional shielded wall pack fixture on the building exterior.
- 3. _____
- 4. _____

OR

Move to **postpone** the action on the K-Space Associates combined site plan dated 6-22-07 until _____ **(date)**, to allow the applicant and Village Council time to address the following items:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Please contact me prior to the meeting with questions.
Thank you,

June 26, 2007

VILLAGE OF DEXTER

8140 Main Street
Dexter, MI 48130



Attention: Ms. Allison Bishop
Community Development Manager

Regarding: K-Space Associates -- Combined Site Plan Review #2
OHM Job # 0130-07-1021

Dear Ms. Bishop:

The combined site plan date June 22, 2007 for the above-mentioned project has been reviewed for conformance with the requirements of the Village of Dexter Engineering Standards Manual. We *take no exception* to these plans at the present time; however there are several comments to be addressed prior to construction. Enclosed with this letter is a set of marked-up plans for your files. The following comments, and those on the redlined set of plans, should be addressed administratively prior to the pre-construction meeting:

1. We note that a legal description of the property has been provided. However, it appears that the bearing and distances currently shown on the plan view do not close. This should be revised accordingly.
2. We acknowledge that there are now two (2) USGS benchmarks provided on the plans. These should be noted properly as NGVD 29 on the plans. In addition, the conversion information to NAVD 88 should also be noted on the plans, possibly listed under the Notes section.
3. We note that the water main basis of design has been provided on the plans. It appears that the calculated velocity should be confirmed. In addition, the basis of design as required by the MDEQ on sheet 5 of the permit application, including the total number of REU's for the proposed development, needs to be shown on the plans. This information should be provided on the cover sheet.
4. We acknowledge there were revisions made to the proposed sidewalk ramp to closer adhere to MDOT standards. However, this ramp should be revised such that it *completely* adheres to MDOT standards, as in the previously provided details, thus reconfiguring the current ramps.
5. At the SPR committee meeting on June 25, 2007, it was agreed that the residential pavement cross-section is acceptable in the parking area to the west of the building. This will need to be shown on the plans prior to the pre-construction meeting.
6. We note that a 1 on 3 slope is provided for the proposed berm. However, the maximum allowed slope in the Village of Dexter is 1 on 4. The plans should be reviewed and revised accordingly. In addition, it should be confirmed that adequate space exists near the overhead line for the proposed berm and trees.

K-Space Associates – CSP Review #2
June 26, 2007
Page 2 of 2

Should there be any questions or comments, please contact this office at (734) 522-6711.

Sincerely,
ORCHARD, HILTZ & McCLIMENT, INC.

Christine A. Cale
Christine A. Cale, P.E.
Project Engineer

CAC/ml

cc: Ms. Donna Dettling, Village Manager
Mr. Ed Lobdell, Village Superintendent of Utilities
Dave Haskins, Rand Construction, 1270 Rickett Road, Brighton, MI 48116
Thomas Dumond, Boss Engineering, 3121 East Grand River Avenue, Howell, MI 48843
File

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CARLISLE/WORTMAN ASSOCIATES, INC.
Community Planners/Landscape Architects

605 S. Main, Suite 1
Ann Arbor, MI 48104
734-662-2200
fax 734-662-1935

6401 Citation Drive, Suite E
Clarkston, MI 48346
248-625-8480
fax 248-625-8455

MEMORANDUM

TO: Planning Commission
FROM: Douglas J. Lewan, Community Planner
DATE: June 27, 2007
RE: K-Space Associates Combined Preliminary and Final Site Plan

In response to our June 19, 2007 review and other concerns noted by various reviewing bodies, the applicant has submitted a revised (June 22, 2007) combined preliminary and final site plan. With respect to the concerns noted in our initial review, we have the following comments:

1. If possible, realign entrance with existing drive across the street.

The revised site plans now show the existing drive across from the subject property. It is evident that the proposed drive cannot be aligned with the drive on the other side of Bishop Circle East.

2. Provide anticipated sizes of trucks visiting the site.

The applicant has indicated that trucks the size of a typical UPS delivery truck will visit the site.

3. Revise parking calculations to account for manufacturing component.

The revised parking calculations are acceptable, and as a result, parking was reduced by eight (8) spaces.

4. Use Village parking standards in parking calculations.

The appropriate parking standards were used in the revised parking calculations.

5. Provide loading zone that is a minimum of 50 feet in length.

The proposed loading zone now meets Village standards (10' x 50') and is oriented east to west. The dimension and new location of the loading zone is acceptable.

6. Consider replacing Village Green Zelkova trees with native species.

Richard K. Carlisle, *President* R. Donald Wortman, *Vice President* Douglas J. Lewan, *Principal* John L. Enos, *Principal*
Jennifer L. Coe, *Associate* Sally M. Elmiger, *Associate* Jeremy G. Lopatin, *Associate*

Pin Oaks have replaced the Village Green Zelkova trees. This is acceptable.

7. **Provide interior parking lot landscaping according to Section 6.08 of the Zoning Ordinance.**

The interior parking lot landscaping meets Village standards.

8. **Provide site landscaping and associated calculations.**

The site landscaping provided indicates compliance with Village standards.

9. **Provide type "B" buffer along north property line.**

There is now a combination of trees and shrubs along the north property line; however, the landscaping does not satisfy the standards for a type "B" buffer. It is our understanding that the applicant will seek a waiver in accordance with Section 6.13 of the Zoning Ordinance to provide less than what is required for a type "B" buffer.

10. **Provide details of the trash enclosure gate.**

Details of the gate for the trash enclosure are acceptable.

11. **Planning Commission to consider landscape screening for dumpster.**

Although not required, the applicant has provided landscape screening for the dumpster.

12. **Review and approval of the municipal utilities by the Village Engineer.**

We defer to the Village Engineer's review of municipal utilities.

13. **Consider reducing height of pole-mounted lights to eighteen (18) feet.**

The applicant has not reduced the height of the pole to eighteen (18) feet as recommended. However, we understand the applicant will be looking into reducing the height of the light poles.

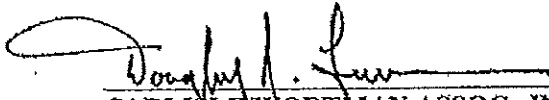
14. **Provide signage details if proposed.**

The applicant indicates that no signage is being proposed at this time. Note that signage details are required for the final site plan; however, they could be reviewed separate from the site plan. All signs must conform to Village requirements.

June 27, 2007

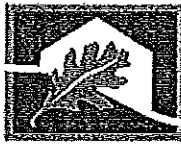
RECOMMENDATION

The applicant has addressed most of our concerns; however, resolution of the required buffer (type "B") along the north property line must be resolved. Other than this issue, we feel the plan is in substantial compliance with Village standards and therefore recommend approval of the combined preliminary and final site plan.


CARLISLE WORTMAN ASSOC., INC.
Douglas A. Lewan, PCP
Principal

#241-02-2703

cc: Dave Haskins, Rand Construction, 1270 Rickett Road, Brighton, MI 48116
Thomas H. Dumond, Boss Engineering, FAX: 517.548.1670



CARLISLE/WORTMAN ASSOCIATES, INC.
Community Planners Landscape Architects

605 S. Main, Suite 1
Ann Arbor, MI 48104
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6401 Citation Drive, Suite E
Clarkston, MI 48346
248-625-8480
fax 248-625-8455

Date: June 19, 2007

Combined Preliminary / Final Site Plan Review For Village of Dexter, Michigan

Applicant: Rand Construction
Project Name: K-Space Associates
Plan Date: June 1, 2007
Location: East side of Bishop Circle East – Lot #37, Dexter Business and Research Park
Zoning: RD – Research & Development
Action Requested: Combined Preliminary / Final Site Plan Approval
Required Information: Deficiencies are noted in the body of the following review.

PROJECT AND SITE DESCRIPTION

The applicant proposes to construct a 6,840 square foot office/manufacturing building along Bishop Circle East. The 1.76 acre site is located within the Dexter Business and Research Park located to the south of Dan Hoey Road. The building will be one floor and have twenty-six (26) parking spaces including two (2) that are barrier-free. A detention basin is proposed for the southwest corner of the site. Currently, the lot is vacant.

NATURAL RESOURCES

Topography: The property is generally flat, with only a variation of a few feet across the site. Proposed grading is minimal except for the berm at the rear (east) side of the site for required landscape screening and the proposed detention basin.

Richard K. Carlisle, *President* R. Donald Wortman, *Vice President* Douglas J. Lewan, *Principal* John L. Enos, *Principal*
Jennifer L. Coc, *Associate* Sally M. Elmiger, *Associate* Jeremy G. Lopatin, *Associate*

Woodlands: Aerial photos indicate that there is a cluster of vegetation in the center of the site, which appears to be primarily shrubs.

Wetlands: No wetlands are indicated on the site plan.

Soils: The site consists of Miami loam with 2 to 6 percent slopes.

Items to be addressed: None.

AREA, WIDTH, HEIGHT, SETBACKS

The required regulations for the RD district and what is proposed is provided in the table below. All area, width, height, and setbacks are met.

	<u>Required</u>	<u>Provided</u>
Lot Area	1 acre	1.76 acres
Lot Width	150 feet	155 feet
<u>Setbacks</u>		
Front	50 feet	50 feet
Side	22.5/45 feet	24/76 feet
Rear	35 feet	261 feet
Lot Coverage	35%	9%
Building Height	40 feet maximum	14.5 feet

Items to be addressed: None.

BUILDING LOCATION AND SITE ARRANGEMENT

The building is generally located near the center of the site although there remains a large undeveloped portion between the rear of the building and east property line. Vehicle parking is west (front) and northwest of the building. There is a single loading space on the north side of the building. As noted, a detention pond is in the southeast corner of the site.

Items to be addressed: None.

SITE ACCESS AND CIRCULATION

A single drive for ingress and egress is proposed for the site. If possible, this drive should be aligned directly across from the drive on the other side of the street. The applicant should comment on this. Vehicular circulation is sufficient; however, the location of the loading zone does not seem adequate to accommodate large (55 foot) delivery trucks. Based on our turning templates, trucks longer than thirty (30) feet would not be able to access the loading zone. Given that a portion of the building will be dedicated to manufacturing we presume fairly large trucks will access this site. The applicant should clarify the size of trucks anticipated to visit the site.

Items to be addressed: 1) If possible, realign entrance with existing drive across the street. 2) Provide anticipated sizes of trucks visiting the site.

SAFETY PATHS/SIDEWALKS

A seven (7) foot sidewalk is proposed between parking spaces and the front of the building. This width should accommodate vehicle overhang.

Items to be addressed: None.

PARKING, LOADING

Twenty-six (26) parking spaces are provided two (2) of which are barrier free. The total area of the building is 6,840 square feet and is proposed for office and manufacturing. Office and manufacturing have two (2) different parking standards indicated below:

General Office:	3 spaces per 1,000 square feet of gross floor area; and
Manufacturing:	1.5 spaces per 1,000 square feet of gross floor area, or
	1.2 spaces per employee at peak shift, whichever is less, PLUS,
	1 space for each corporate vehicle

Despite the planned mix of uses (office and manufacturing), the applicant's parking calculations assume that the entire area of the building is office. Furthermore, the standard used (3.5 spaces/1,000 square feet) is not a Village standard and therefore must be corrected. The applicant should account for the manufacturing component of the building and revise the parking calculations accordingly. Note that the floor plans indicate 2,277 square feet as shop area and clean room. The applicant should clarify whether these areas will be the manufacturing portion of the building. According to the floor plans, the remaining square footage (4,563) is office area, which would require fourteen (14) spaces ($4,563/1,000 \times 3 \text{ spaces} = 14$).

A single loading space is provided along the north side of the building but does not meet the minimum fifty (50) foot length required by the Ordinance. The loading zone must be modified to meet Ordinance standards.

Items to be addressed: 1) Revise parking calculations to account for manufacturing component. 2) Use Village parking standards in parking calculations. 3) Provide loading zone that is a minimum of 50 feet in length.

LANDSCAPING

- Composition:** The proposed landscape materials are acceptable; however, we note that the Village Green Zelkova trees proposed along the street are not native. We encourage the applicant to use trees native to southeast Michigan.
- Greenbelt / Street:** Four (4) street trees have been provided per the standards in Section 6.09.
- Parking Lot:** According to Section 6.08 of the Ordinance, any parking area containing at least 3,000 square feet of pavement must have at least three (3) percent of the total parking lot area landscaped. Note that this is in addition to any other landscaping requirements. The parking area is over 3,000 square feet; however, the applicant has not indicated how parking lot landscaping requirements have been satisfied. This must be provided. Note that the applicant has provided one (1) tree and 100 square feet of landscaped area per ten (10) parking spaces. This is not a standard used by the Village. The applicant must revise their calculations and provide landscaping according to Village standards.
- Site Landscaping:** For every new development, exclusive of any other required landscaping, at least five (5) percent of the total lot area shall be landscaped according to Village standards. Based on the lot area of 1.76 acres, approximately 3,833 square feet must be landscaped. Site landscaping should be provided on the site plan and accompanied by calculations.
- Buffer/Screen:** According to Section 6.06 of the Zoning Ordinance, a buffer type "B" is required along the north property line and a buffer type "D" is required along the east. Details of the various buffers are provided in the table below.

	<u>Requirement</u>	<u>Provided</u>
North Buffer ("B"), 497 lineal feet	4' wall or fence; 10' wide; 17 evergreens OR 17 ornamental trees OR 116 shrubs	None provided.
East Buffer ("D"), 150 lineal feet	8' wall or fence, or 4' landscaped berm; 20' wide; 5 evergreens, 5 ornamental trees AND 25 shrubs	6" berm; 20' wide; 5 evergreens, 5 trees and 25 shrubs

Buffer landscaping is required along the north property line according to the requirements noted in the table.

Details: The details provided are acceptable.

Trash Enclosure: A trash enclosure is located on the northeast corner of the building. The enclosure is acceptable; however, details of the gate must be provided. According to Section 6.10, the Planning Commission may require landscape screening for the trash enclosure.

Items to be addressed: 1) Consider replacing Village Green Zelkova trees with native species. 2) Provide interior parking lot landscaping according to Section 6.08 of the Zoning Ordinance. 3) Provide site landscaping and associated calculations. 4) Provide type "B" buffer along north property line. 5) Provide details of the trash enclosure gate. 6) Planning Commission to consider landscape screening for dumpster.

ESSENTIAL SERVICES

The site will be served by municipal utilities. We defer technical review of this to the Village Engineer

Items to be addressed: Review and approval of the municipal utilities by the Village Engineer.

LIGHTING

A lighting plan has been provided indicating that four (4) light fixtures are proposed for the site; two (2) pole-mounted and two (2) wall-mounted. The height of the pole-mounted lights are 22 ½ feet. This seems rather high for such a small site. We recommend the applicant consider reducing the overall mounting height to eighteen (18) feet to reduce glare on adjacent properties. Note that the Zoning Ordinance requires that all outdoor lighting fixtures, including display lighting, to be turned off after close of business, unless needed for security purposes. In this case lighting should be reduced to a minimum level necessary. Details regarding the type of fixtures are acceptable. A photometric plan has been provided and is acceptable.

Items to be addressed: Consider reducing height of pole-mounted lights to eighteen (18) feet.

SIGNS

Signage is not indicated on the plans. The installation of any proposed signage should be clarified.

Items to be addressed: Provide signage details if proposed.

FLOOR PLANS AND ELEVATIONS

Floor plans and elevations have been provided. The building will be constructed of split-face concrete block of varying bands of color on all facades. Numerous windows are planned for most of the building.

The building contains offices (4,563 square feet) and a shop area and clean room area (2,277 square feet). The main entrance is located in the northeast corner of the building. An additional door on the north side is adjacent to an eight (8) foot wide over head door for delivery.

Items to be addressed: None.

VARIANCES


A variance from the dimensional requirements for a loading zone may be required.

CONCLUSION

Prior to combined preliminary / final site plan approval the comments of this review must be addressed to the satisfaction of the Planning Commission. Our comments are summarized below.

1. If possible, realign entrance with existing drive across the street.
2. Provide anticipated sizes of trucks visiting the site.
3. Revise parking calculations to account for manufacturing component.
4. Use Village parking standards in parking calculations.
5. Provide loading zone that is a minimum of 50 feet in length.
6. Consider replacing Village Green Zelkova trees with native species.
7. Provide interior parking lot landscaping according to Section 6.08 of the Zoning Ordinance.
8. Provide site landscaping and associated calculations.
9. Provide type "B" buffer along north property line.
10. Provide details of the trash enclosure gate.
11. Planning Commission to consider landscape screening for dumpster.
12. Review and approval of the municipal utilities by the Village Engineer.
13. Consider reducing height of pole-mounted lights to eighteen (18) feet.
14. Provide signage details if proposed.

June 19, 2007



CARLISLE/WORTMAN ASSOC., INC.
Douglas M. Lewan, PCP
Principal

cc: Dave Haskins, Rand Construction, 1270 Rickett Road, Brighton, MI 48116
Thomas H. Dumond, Boss Engineering, FAX: 517.548.1670



Dexter Area Fire Department

June 21, 2007

Allison Bishop
Community Development Manager
Village of Dexter
8140 Main St.
Dexter, MI 48130

Re: Plan review of: K-Space
Plans Dated: June 1, 2007

Dear Mrs. Bishop:

The Dexter Area Fire Department (DAFD) has reviewed plans submitted to this department. We have reviewed these plans with Fire Safety and Prevention in mind. Our resources are the Fire Protection Ordinance (FPO) and Village Standards. Below are our comments.

DAFD Comments: none

Village of Dexter Engineering Standards: Within Standard

Fire Protection Ordinance: Requirements of this ordinance will need to be incorporated in future plans before approval is granted: Knox Box, Addressing, Fire Alarm Systems and Fire Suppression Systems. Fire Lane Widths 1) Knox Box; placement of one box at an agreed upon location IFC: Section 506.1 2) Addressing; address of building and suite numbers or names to be clearly seen from the roadway IFC: Section 505.1 3) Fire Alarms and/or suppression systems, Per MI building codes & IFC: Sections 105.7.3 & 105.7.11. 4) The minimum width of fire lanes for this building is twenty feet (20') IFC: Section 503.2.1

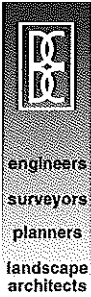
DAFD Recommendations: This building is equipped with a water based fire suppression system and/or fire detection system. DAFD supports approval of this project.

The Dexter Area Fire Department stands ready to assist you or any member of your team. Should you have questions or comments, please feel free to contact the Fire Chief or the Fire Inspector.

Donald Dettling
Fire Inspector

cc/

Loren Yates	Fire Chief
Dave Haskins	Rand Construction



BOSS ENGINEERING

3121 E. Grand River
Howell, MI 48843

July 5, 2007

Ms. Allison Bishop, AICP
Community Development Manager
8140 Main Street
Village of Dexter, MI 48130

Re: "K-Space Associates", Combined Site Plan

Dear Ms. Bishop:

Pursuant to the Planning Commission recommendation for approval please find our submittal for the Council meeting of July 9, 2007.

The Site Plan as submitted has not been revised to include the contingencies from the Planning Commission meeting on July 2, 2007. The approval of the Village Council would be contingent on the Developer's compliance with items 1-6 of the OHM Engineering Advisors letter dated June 26, 2007. Also the Developer has agreed to reduce the light pole total height to 18.5 feet from the 22.5 foot total height as recommended in the Carlisle/Wortman Associates letter dated June 19, 2007.

It is our understanding, if approval is granted by Village of Dexter Council; the Site Plan would be revised to include the above contingencies and any additional contingencies from the council meeting. The revised Site Plan would be submitted to the Village Staff for administrative approval.

If you have any questions please feel free to contact me. Thank you.

Sincerely,

BOSS ENGINEERING COMPANY



Neil V. Plante, Project Manager

NP
File: G:\07158\docs\Council letter 1.doc
Cc: Dave Haskins, Rand Construction

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8803 Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: July 9, 2007
Re: Design Services Proposal - Dexter-Ann Arbor Road Improvements
Item L-3

AGENDA 7-9-07
ITEM L-3

Attached is a Proposal for Design Services for the Dexter-Ann Arbor Road Improvement Project. I am recommending acceptance of the proposal in order to meet the aggressive time line required for the Federal Funding allocation for this project as well as the "Jobs Today" grant dollars the Village will receive for moving the project ahead.

The proposed services fees are on a not to exceed basis, which include several optional design features. I am recommending that the village accept the optional design services features for a total of \$69,500 and an estimated \$3,000 for easement preparation (6 residential properties on the South side of Dexter-Ann Arbor Road- if necessary) for a total of \$72,500.

I have also included the May 29, 2007 Preliminary Engineering Results as mentioned in the Proposal. The Preliminary Engineering cost estimate does not include the dedicated Right Turn Lane for MCMS, nor does it include any improvements to area in front of the Chevrolet Dealership. The proposal before you includes design for the right-turn lane into the School and a recommendation for managing the frontage along 7120 Dexter-Ann Arbor "Dealership". OHM and staff are discussing various options for this portion of the project, which we will explore further and bring back recommendations.

Please contact me if you have any questions.

July 5, 2007

Village of Dexter

8140 N. Main Street
Dexter, Michigan 48130



Attention: Ms. Donna Dettling
Village Manager

Regarding: **Village of Dexter**
Dexter-Ann Arbor Road Improvements
Proposal for Design Services

Dear Ms. Dettling:

Orchard, Hiltz & McCliment, Inc. (OHM) is pleased to submit this proposal to provide design engineering and project assistance services for the above referenced project. OHM completes many transportation improvement projects through the Federal Aid process each year for our clients. I am confident we can provide the Village with the necessary assistance to successfully and cost effectively complete this project, as well.

PROJECT UNDERSTANDING

Several traffic studies have been completed for private developments along Dexter-Ann Arbor Road between Dan Hoey and Meadowview Drive. These studies identified necessary improvements, and helped provide some funding for a future project through private contributions from developers. Since that time the Village has been successful in securing Federal funding for a comprehensive project, and the project is currently on the approved Washtenaw County Transportation Improvement Program for Fiscal Year 2009.

Recently, OHM provided completed conceptual plans, cost estimates and funding recommendations for the proposed improvements on Dexter-Ann Arbor Road. We understand that the Village wants to proceed with the design of the improvements, and be prepared to proceed with the construction of the improvements during the 2008 construction season.

SCOPE OF SERVICES

Below is our proposed scope of services for completing the plans and specifications necessary to proceed with the project, through the project bidding. We have separated some of the scope that may still be dependent on the options to be considered during the design phase.

1. **General:** OHM is requested to provide design engineering services for roadway improvements on Dexter-Ann Arbor Road from 200 feet west of Dan Hoey to 400 feet west of Meadowview in the Village of Dexter, generally consistent with the

conceptual plans submitted to the Village on May 29, 2007. The project is defined as a widening and resurfacing project to obtain a three lane pavement section, and includes bike lanes as well as potential sidewalk improvements.

2. Design and Project Management Services: The following represents the individual tasks to complete plans and specifications for bidding the project through the MDOT Local Agency Program:

- Attend pre-design meeting with the Village to discuss project approach, finalize how to communicate between team members, agree on standard documents and details to be used, and finalize schedule.
- Notify all known utility agencies of the proposed work, check the existing known utilities, public and private, within the project limits for conflicts and coordinate relocations.
- Fill out the State Historic Preservation Office (SHPO) application for approval.
- Identify non-compliant ADA sidewalk ramps within the project limits. All non-compliant sidewalk ramps within the project limits will be upgraded.
- Obtain crash history within project limits and analyze for MDOT RRR design requirements.
- Prepare contract documents showing project details, pay items in 2003 MDOT English format with Village modifications, as required, and special provisions in a format acceptable to the MDOT LAP Program criteria.
- Full topographic information for the construction influence area. This includes the existing right-of-way plus ten feet beyond the right-of-way. OHM will collect a base topographic survey for the preparation of the base plan sheets. In addition, survey will be required to verify the precise right-of-way limits and confirm assumptions made during the preliminary design to avoid ROW impacts.
- Prepare the paperwork for the Categorical Exclusion clearance.
- Construction Plans: The plans will show the removal and construction items on the same sheet and will be at a scale of 1"= 40' horizontal. The existing ROW and property line information will be developed and incorporated into the plans from data obtained from Village tax records.
- Prepare pavement marking and striping details within the affected influence of the project in accordance with the MMUTCD requirements.
- Prepare preliminary engineer's opinion of probable construction costs.
- Submit plans for review meetings at 30% and 80% completion stage with the Village.
- Attend one meeting to coordinate the project with the Dexter Community Schools and one meeting to coordinate the project with the DDA. Design options will be presented for consideration by the respective groups.
- Define the location of grading permits and driveway grading permits necessary to construct the project.
- Perform Quality Control/Quality Assurance reviews at each submittal point, GI, and Final.
- Prepare project Programming Forms to be submitted to MDOT on behalf of the Village to initiate the project in the MDOT system.
- Attend MDOT GI review meeting with MDOT and Village representatives.

- Submit final bid package including plans, special provisions, and engineer's opinion of probable construction costs to MDOT Local Agency Programs.
 - Answer questions during the bidding process as required by MDOT.
3. **Design Parameters:** The Design Parameters and assumptions include the following criteria:
- Design Speed: 40 mph, Posted Speed 35 mph
 - Road Classification: Class B
 - Horizontal Alignment: Will be shifted in accordance with the required geometrics, optimizing the existing ROW and minimize the need for additional easements.
 - Easements, if necessary, will be an additional service.
 - Typical Roadway Cross-Section: 6" HMA over aggregate base course for the widening with existing pavement to have a HMA overlay.
 - Drainage: New underground storm sewer system will be required, and will outlet to existing ROW outlets.
 - General Design Standards: "MDOT 3R Design Standards" and Michigan Manual of Uniform Traffic Control Devices Standards (MMUTCD).
 - Specifications: The Village's and OHM's specifications along with the MDOT: "2003 Standard Specifications for Construction", including the current Special Provisions and Supplemental Specifications.
 - Maintenance of Traffic: Maintain access to all properties throughout construction. Through traffic may be temporarily diverted (or detoured) as required. Certain stages of construction may require Dexter-Ann Arbor Road to be temporarily reduced to one lane of traffic with flag control during working hours. Two lanes of traffic during construction are anticipated during non-working hours.
 - Lane Line Markings: Replace as required including any special crosswalks.
 - Permanent Signing: Signs are anticipated to be replaced or salvaged. An analysis will be made if any additional signing is required. Signs observed to be in noncompliance with current standards will be brought to the Village's attention and replaced, if necessary.
4. **Optional Tasks:**
- Water Main Relocation: Based on recent construction plans and GIS information, it appears as though the existing water main will be in the influence of the proposed road widening. The Village has expressed an interest in relocating the water main outside the pavement limits. *A separate quote for the cost of preparing plans and permit applications for relocating the water main is included in this proposal.*
 - Traffic Signals: No new traffic signals are included in the base design. If signals need to be replaced or modified, additional design costs will be necessary. *A separate quote for a signal assessment at Meadowview is included in this proposal.* This quote considers that no additional data would be collected at the existing traffic signal (i.e. traffic counts, etc). However, using data from existing traffic impact studies, the signal would be analyzed, and general recommendations made to accommodate

traffic movement and pedestrian safety. A separate fee for the potential design effort of additional improvements can be provided, pending the final scope of the improvements.

- o Eastbound Right-turn Lane into School at Meadowview: As noted in the Design and Project Management Services section of this letter, OHM will attend one meeting with the school to review and establish design parameters for the project. It is understood that the addition of an eastbound right-turn lane on Dexter-Ann Arbor Rd at Meadowview is a possibility. *A separate quote is provided below for the design of the right-turn lane at Meadowview, including an additional meeting with the school to review the proposed design, if necessary.*
- o Frontage along 7120 Dexter-Ann Arbor Road: We understand that additional design may be requested for the frontage along 7120 Dexter-Ann Arbor Road. Additional design would include ROW acquisition along the property line and design for additional curb and gutter, sidewalk, etc. Due to the type of funding the Village is receiving for this project, any additional ROW obtained as part of the Dexter-Ann Arbor Road Improvements project would need to follow Federal guidelines for ROW acquisition. It is possible that this process can cause a substantial delay in the project. Therefore, the Village should consider whether or not to pursue improvements along the frontage of 7120 Dexter-Ann Arbor Rd as part of the Dexter-Ann Arbor Rd project. If the Village chooses, a separate fee for the ROW acquisition effort and additional design can be provided, along with a potential schedule as it relates to the Dexter-Ann Arbor Road Improvements project.

SCHEDULE

The proposed project schedule is shown below:

Anticipated Contract Start Date:	July 9, 2007
30% Plan Review for meeting with DDA & DCS:	August 10, 2007
GI Submittal Date:	November 15, 2007
GI Review Date:	December 15, 2007
Final Submittal Date:	January 30, 2008
MDOT Letting Date:	April 4, 2008

COMPENSATION

OHM proposes to provide the above outlined professional services on an hourly, not to exceed, basis. The following is the proposed maximum fees presented for the services outlined in the previous sections.

Base Design Engineering Services	\$58,000.00
Design Service for Water Main Relocation	\$6,000.00
Design Service for Traffic Signal Analysis	\$3,000.00
Design Service for Right-turn Lane into School	\$2,500.00
Easement Preparation (If necessary)	\$500 / each

The Village will be invoiced monthly for the value of services completed to date, in accordance with OHM's current hourly rate schedule.

CONTRACT TERMS AND CONDITIONS

The attached Standard Terms and Conditions, dated March 2003 and as shown as Exhibit 1, are incorporated into this proposal by reference. We thank you for this opportunity to provide professional engineering services. Please do not hesitate to contact us if you have questions.

Should you find our proposal acceptable, please execute both copies of the attached agreement and return one copy to us for our files.

Very truly yours,

ORCHARD, HILTZ & McCLIMENT, INC.



Rhett Gronevelt, P.E.
Client Representative

VILLAGE OF DEXTER

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

Attachments: Exhibit 1 – Standard Terms and Conditions

STANDARD TERMS and CONDITIONS

1. THE AGREEMENT – These Standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM), a registered Michigan Corporation, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.

3. SERVICES TO BE PROVIDED BY OWNER – The Owner shall at no cost to OHM:

- a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM to perform the services under this Agreement.
- c) Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.

4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM's reasonable control.

5. COMPENSATION – The Owner shall pay OHM for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM for reimbursable expenses for subconsultant services, equipment rental or other

special project related items at a rate of 1.15 times the invoice amount.

6. TERMS OF PAYMENT – Invoices shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM shall include a charge at the rate of one percent per month from said thirtieth day.

7. LIMIT OF LIABILITY – OHM shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM or OHM's Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM's fee, whichever is greater.

8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.

9. NO WAIVER – Failure of either party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either party at any time to avail themselves of such remedies as either may have for any breach or breaches of such provisions.

10. GOVERNING LAW – The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM's reports, plans and construction documents as instruments of professional services.

Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM, however, OHM shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM and will be corrected as part of OHM's basic Scope of Services.

12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner shall within 45 days of termination, pay OHM for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM the amount shown on any invoice within 60 days of the date of the invoice, OHM may, after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.

14. OPINIONS OF PROBABLE COST – OHM's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must

recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

15. JOB SITE SAFETY – Neither the professional activities of OHM, nor the presence of OHM or our employees and subconsultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

May 29, 2007

Village of Dexter
8140 N. Main Street
Dexter, Michigan 48130



Attention: Ms. Donna Dettling
Village Manager

Regarding: Dexter/Ann Arbor Road Improvements
Meadowview Drive to Dan Hoey
Preliminary Engineering Results

Dear Ms. Dettling:

Per our May 2, 2007 proposal, we have completed some preliminary engineering services for the above mentioned project. In past years, several private development projects in the area had identified individual traffic impacts requiring mitigation. Rather than see a piecemealed improvement approach, the Village collected some contributions from developers and waited for sufficient funding to be available to complete one comprehensive improvement. The project is on the approved Transportation Improvement Plan (TIP) for 2009, as a \$460,000 project, with \$339,000 of Federal-Aid funding (see attached page from WATS 2008 – 2011 TIP). As the proposed construction year approached, the Village wished to finalize the scope, cost, and schedule of the proposed improvements. In addition to the original proposed road widening and non-motorized facility, other potential improvements are being considered. Since the project has Federal Funding, certain design criteria and procedures must be followed.

Between Meadowview Drive and Dan Hoey Roads, Dexter Ann Arbor Road is primarily a two-lane road with some non-standard tapers and turns lanes. The existing pavement is in fair to good condition, with some isolated failures, primarily near the road edges. The pavement cores and soil borings show an existing three to four inches bituminous pavement, with underlying 12 – 18" base material ranging from crushed bituminous pavement to 21AA aggregate base. Existing drainage is primarily open-ditch drainage and has some isolated problems.

The proposed geometric improvements to the road will widen the existing pavement to accommodate a center left-turn lane continuously from Dan Hoey to Meadowview. In addition, a right turn lane will be added at Meadowview. Ideally, the left-turn lane would be centered on the center of a 120-foot right-of-way (ROW). Given the limited ROW on the south side of the roadway, and the existing DTE utility poles, consideration has been given to accommodating most of the road widening on the north side. A preliminary plan showing the proposed geometrics is attached. ROW, utility, and drainage impacts could have some impact to this layout, but it generally shows that the proposed section can be accommodated in the existing ROW.

With the proposed roadway widening and other features to place in the limited ROW, we would propose that the drainage system is improved to remove the open-ditch drainage and required shoulders. This would be accomplished with concrete curb and gutter, and storm sewer. Although this

adds to the construction costs, accommodating the required shoulder improvements would also be costly, and have additional ROW impacts.

Based on the geotechnical information obtained, we have developed pavement cross sections for the widening areas, and the existing paved areas. In general, the existing pavement will be repaired in some areas, and then overlaid with 3.75 inches of bituminous pavement. The widening areas will be constructed with six inches of bituminous pavement over nine inches of aggregate base course. These cross-sections should provide a 15 - 20 year pavement design life.

The existing traffic signal at Meadowview Drive will need to be upgraded to accommodate the new roadway geometry. The most cost effective upgrade would be to utilize the existing span wire and simply install the left-turn signage, and potentially some pedestrian signalization. However, we understood the Village wanted to consider an upgrade to a mast-arm type of signal, similar to what is at Baker Road. This upgrade would likely add an additional \$80,000 above the basic signal upgrades. Some automated actuation could also be evaluated, but would add additional costs, and we do not believe would be necessary. This would be further evaluated during the design.

Other considerations for the project include the extension of the on-road Bike Lane that exists east of this area. We have assumed that the Village would extend those bike lanes through this section of roadway. We have also included the placement of the sidewalk to connect the gap on the south side. To install the sidewalk at the ideal location along the existing alignment, easements from the properties on the south side will be required. It is possible that it might be accommodated between the utility poles and the proposed curb if easements were not obtained. In addition the Village has a 12-inch water main on the north side of the road. Relocating this water main outside of the influence of the roadway is estimated to cost approximately \$60,000. If it was left under the new roadway, the hydrants would only be relocated for a minimal cost. It would be our recommendation that the water main is relocated, if funding is available.

The attached preliminary opinion of probable costs summarizes the various project costs that are expected. Some of the options outlined above have been itemized separately for consideration.

The current Federal Funding for the project would allow the project to be built during the 2009 construction season. Likely it would be scheduled to occur while school is out of session to minimize impacts. To prepare for that schedule, design should begin at least one year in advance. However, we have also assisted the Village with an application to the Michigan Job's Today Program. This program introduced in 2006, provides matching money from the Michigan Transportation Fund to assist local Counties, Cities, and Villages with the Local Match portion of the Federal-Aid projects. The requirement is, however, that to qualify the project schedule must be accelerated. In this case, the project would need to be constructed in 2008. If approved, this application would provide 25% of the \$339,000 of Federal Aid for the project, or \$84,750. The Village would have to be prepared to cover the costs for the project construction in 2008, with re-imbursement coming through the Federal-Aid program in FY 2009 (starting in October of 2008).

We have attached a schedule outlining the critical steps to follow through the Federal-Aid process, in order to be prepared for a 2008 construction schedule. If the Village did not wish to proceed with the 2008 construction, the same tasks would need to be followed to proceed in 2009.

We are available to make a short presentation of this information to the Village Council. While we have identified the anticipated costs, utility impacts and ROW impacts, there are some options that could be considered through the design process. If the project was to proceed for the 2009 construction season, we would still recommend that the Village proceed fairly soon with the engineering design, as this will help ensure that all issues can be resolved in an efficient and timely manner to not delay the project. OHM assists many local communities through the Federal Aid and Local Agency process, and we would look forward to assisting the Village with this project.

Very truly yours,

ORCHARD, HILTZ & McCLIMENT, INC.

A handwritten signature in cursive script, reading "Rhett Gronevelt".

Rhett Gronevelt, P.E.
Client Representative



Engineering Advisors

Dexter/Ann Arbor Road Improvements

Meadowview Drive to Dan Hoey

Village of Dexter

Preliminary Opinion of Probable Cost

OHM JOB NO. 0130-07-0031

May 24, 2007

Assumptions made for this opinion are as follows:

- 1 Proposed 3-lane cross-section: one through lane in each direction with a center left turn lane. Add'l right turn lane at Meadowview.
- 2 Road to be widened on the north side to avoid ROW acquisition and existing utility poles.
- 3 Existing water main will be re-located outside the pavement from Eaton Court to Meadowview.
- 4 Concrete curb and gutter along SW side as oppose to 8' wide shoulders conflicting with existing utility poles and limited ROW.
- 5 Sidewalk to be connected on the SW side
- 6 Sidewalks at Meadowview will be upgraded to ADA standards.
- 7 Bike lanes maintained through the project limits.

Item	Unit Description	Est. Quantity	Unit	Unit Price	Amount
1	Silt Fence	3,300	Lft	\$2.00	\$6,600.00
2	Adjust Drainage/Utility Structure	4	Each	\$500.00	\$2,000.00
3	15" CMP for Culvert Extension	100	Lft	\$25.00	\$2,500.00
4	12" C76-CL IV Storm Sewer, Trench A	1,560	Lft	\$30.00	\$46,800.00
5	Catch Basin	11	Each	\$2,000.00	\$22,000.00
6	Mill Existing Pavement	620	Syd	\$3.00	\$1,860.00
7	Remove Existing Pavement	750	Syd	\$7.00	\$5,250.00
8	Concrete Curb and Gutter, Type F4	3,300	Lft	\$20.00	\$66,000.00
9	Concrete Curb and Gutter, M-Detail	300	Lft	\$20.00	\$6,000.00
10	Station Grading	16.5	Sta	\$1,000.00	\$16,500.00
11	Subgrade Undercutting, Type II (Modified)	850	Cyd	\$50.00	\$42,500.00
12	Base Repair, Handpatching	850	Syd	\$40.00	\$34,000.00
13	Aggregate Base Course, 21AA, 9"	700	Ton	\$20.00	\$14,000.00
14	Concrete Curb and Gutter, Type F4	1,000	Lft	\$27.00	\$27,000.00
15	HMA, MDOT 4C	700	Ton	\$60.00	\$42,000.00
16	HMA, MDOT 3C	1,220	Ton	\$60.00	\$73,200.00
17	6" Edge Drain	3,300	Lft	\$12.00	\$39,600.00
18	Overlay Cold Plastic Pavement Marking, 6" White	2,200	Lft	\$3.00	\$6,600.00
19	Overlay Cold Plastic Pavement Marking, 4" Yellow	7,700	Lft	\$3.00	\$23,100.00
20	Relocate Hydrant	2	Each	\$2,000.00	\$4,000.00
21	Concrete Sidewalk, 4"	4,750	Sft	\$10.00	\$47,500.00
22	Concrete Sidewalk Ramp	350	Sft	\$10.00	\$3,500.00
23	3" Topsoil Class A Seed, Mulch	1,840	Syd	\$4.00	\$7,360.00
24	Traffic Signal Modification	1	Lsum	\$10,000.00	\$10,000.00
25	Traffic Maintenance and Control	1	Lsum	\$10,000.00	\$10,000.00

Sub Total

\$559,870.00

24	12" Class 54 Ductile Iron Water Main, Trench B	750	Lft	\$70.00	\$52,500.00
25	6" Class 54 Ductile Iron Water Main, Trench B	60	Lft	\$50.00	\$3,000.00
26	Additional Traffic Signal Upgrade, Mast Arm	1	Lsum	\$80,000.00	\$80,000.00

Sub Total

\$135,500.00

Estimated Construction Cost

\$695,370.00

10% Construction Contingency

\$70,000.00

Estimated Total Construction Cost

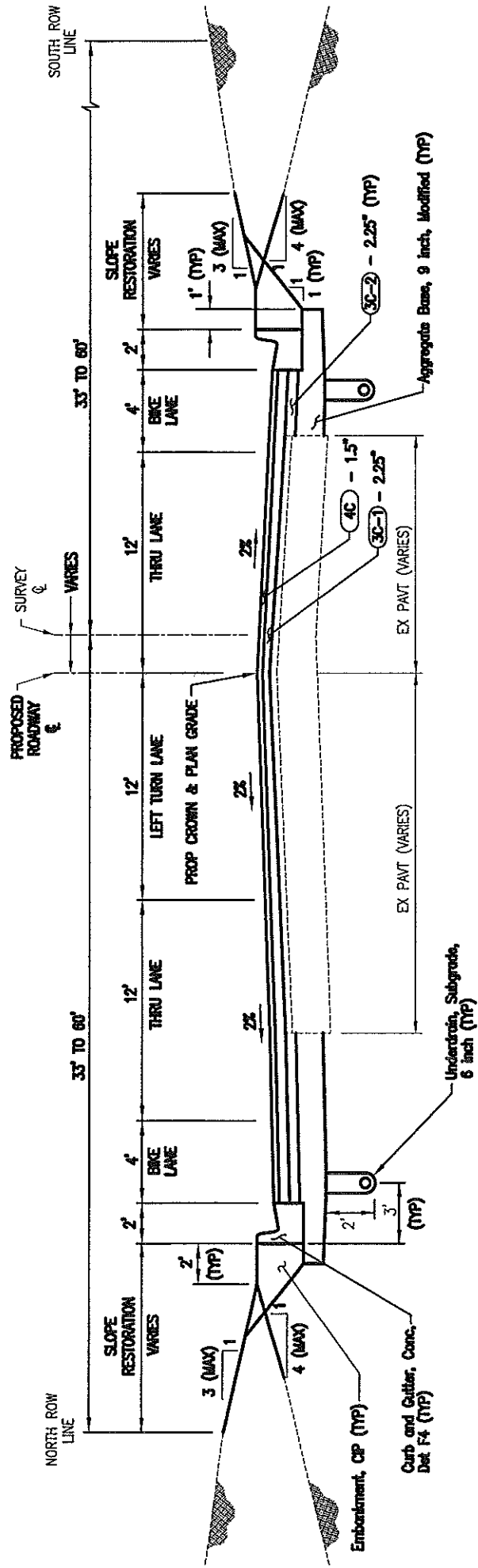
\$766,000.00

Estimated Design and Construction Eng. Cost (25% of Est. Total Const. Cost)

\$191,500.00

Total Cost

\$957,500.00



DEXTER-ANN ARBOR ROAD TYPICAL CROSS SECTION

(MEADOW VIEW DRIVE TO DAN HOEY ROAD)

Dexter Ann Arbor Road Improvements
Dan Hoey to Meadowview

ID	Task Name	Start	Finish	Qtr 2, 2007	Qtr 3, 2007	Qtr 4, 2007	Qtr 1, 2008	Qtr 2, 2008	Qtr 3, 2008												
				Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	Dexter Ann Arbor Rd Improvements	Mon 5/14/07	Fri 8/22/08																		
2	Preliminary Engineering	Mon 5/14/07	Fri 6/1/07																		
3	Topo Survey and Engineering Design	Mon 6/4/07	Fri 8/24/07																		
4	Type, Size & Location Plans (T, S, & L)	Mon 8/27/07	Mon 8/27/07																		
5	MDOT Review	Tue 8/28/07	Mon 10/22/07																		
6	Grade Inspection Meeting (GI)	Tue 10/23/07	Tue 10/23/07																		
7	Final Plans & Specifications	Wed 10/24/07	Tue 1/29/08																		
8	Advertising	Wed 1/30/08	Tue 3/4/08																		
9	Bid Opening (Letting)	Wed 3/5/08	Wed 3/5/08																		
10	Construction	Mon 6/2/08	Fri 8/22/08																		

FY 2008-2011 Transportation Improvement Program for Washtenaw County

Fiscal Year	County	Jurisdiction	Project Name	Limits	Length	Priority/Work Type	Project Description	Phase	Advance Construct	Federal Cost (\$1,000s)	General Fund Source	State Fund Source	Local Fund Source	Total Cost (\$1,000s)
2009	Washtenaw	AAC	Annual Local Street Resurficing Program	Clydeville	NA	Resurface	Resurficing of local streets	CON					2,730 Street Millage	2,730
2009	Washtenaw	AAC	Annual Major Street Resurficing Program	Clydeville	NA	Resurface	Resurficing of major streets	CON					4,550 Street Millage	4,550
2009	Washtenaw	AAC	DDA Alley Repair	DDA District	NA	Resurface	Resurficing of alleys in the DDA district	CON					1,000 DDA	1,000
2009	Washtenaw	AAC	Fuller/East Medical Center/Malden Center/Malden Lane Intersection Improvement	Fuller/East Medical Center/Malden Lane Intersection	NA	Lane configuration	Reconfiguration of lanes at the intersection	CON					1,700 various	1,700
2009	Washtenaw	AAC	Fuller/Gaddey Signal Interconnect (Glen to US-23)	Glen to US-23	3.40	Traffic Signal	Install fiber optic lines to interconnect signals	CON		711	CHAQ			711
2009	Washtenaw	AAC	Huron Parkway/Nixon Road Intersection Improvement	Huron Pkwy, Plymouth to Nixon Road, Plymouth to Huron Pkwy	0.45	Lane configuration	Reconfiguration of lanes at the intersection	CON		542	STPU		578 Street Millage	1,120
2009	Washtenaw	AAC	Huron Street	Chapin to Thayer	0.75	Roadside Facilities	Lighted & textured x-walkers, refuge islands & medians; planter boxes & pedestrian level streetlights; benches; banners & light columns.	CON	2009/2010	1,937	STPU		500 DDA	500
2009	Washtenaw	AAC	West Stadium	Proville to South Main	1.20	Reconstruct	Reconstruction of roadway	CON		400	STPU		2,350 Street Millage	4,257
2009	Washtenaw	AATTA	communications equipment maintenance equipment	AATTA service area	NA	Transit	Replace and upgrade radio system	capital		120	CTF			120
2009	Washtenaw	AATTA	computer	AATTA service area	NA	Transit	Purchase computer hardware and software	capital		120	CTF			120
2009	Washtenaw	AATTA	vehicle maintenance	AATTA service area	NA	Transit	Preventive maintenance	capital		1,680	CTF			1,680
2009	Washtenaw	AATTA	passenger amenities	AATTA service area	NA	Transit	Purchase and install shelters and benches	capital		64	CTF			64
2009	Washtenaw	AATTA	Subcontracted service	AATTA service area	NA	Transit	Capital cost of contracted transit service	capital		150	CTF			150
2009	Washtenaw	AATTA	Transit planning	AATTA service area	NA	Transit	Carry out planning work program	operating		300	CTF			300
2009	Washtenaw	AATTA	non-profit transit	Washtenaw County	NA	Transit	non-profit operating assistance	operating		200	STPU			200
2009	Washtenaw	AATTA	outreach & idishare	Washtenaw County	NA	Transit	encourage and assist alternatives to solo commuting	operating		40	STPU			40
2009	Washtenaw	AATTA	New Bus	NHS service area	0.25	Transit	Install left turn lane and non-maintained paths	CON		339	STPU			339
2009	Washtenaw	MDOT	Dexter-Ann Arbor Road	Dan Hoey to Meadowview	9.58	Resurface	Milling & HMA resurficing, joint and crack repair	CON		7,322	ST			7,322
2009	Washtenaw	MDOT	M-52	Duluth to I-94	0.55	Roadside Facility	Replace Rest Area building, and associated site work necessary to provide a new building, sidewalks and possible repairs to the parking area.	CON		2,453	IM			2,453
2009	Washtenaw	MDOT	US-23	Northfield Church Rest Area	0.55	Reconstruct	Reconstruct roadway, replace curb & gutter, drainage upgrades, intersection radius improvements	PE		618	NH			618
2009	Washtenaw	MDOT	US-12	Bridge over Saline River to Maple Road	0.94	Reconstruct	Reconstruct roadway, replace curb & gutter, drainage upgrades, intersection radius improvements	CON						
2009	Washtenaw	Saline	S. Lewis	US-12 to Henry	0.07	Reconstruct	repl bit, base, misc conc.	CON						
2009	Washtenaw	Saline	Riverdale	US-12 to end	0.06	Reconstruct	repl bit, base, misc conc.	CON						
2009	Washtenaw	Saline	S. Harris	US-12 to Pleasant Ridge	0.36	Reconstruct	repl bit, base, misc conc.	CON						
2009	Washtenaw	Saline	Trent Cr.	Woodland to E. End	0.27	Reconstruct	repl bit and base	CON						
2009	Washtenaw	WCRC	East Delhi	Over Huron River	0.00	Bridge	Rehabilitate existing bridge	CON	AC 2009 CON 2009	0.00		588P	50 MTF	1,000
2009	Washtenaw	WCRC	North Territorial	Noller to US-23	1.10	Rehabilitate	Rehabilitate existing road	CON	AC 2009 CON 2009	220.00	STPU		138 MTF	1,120
2009	Washtenaw	WCRC	Ravensville	Millar-Oakville to Willow	2.00	Rehabilitate	Rehabilitate existing road	CON		60.00	EDFD		20 EDFF	380
2009	Washtenaw	WCRC	Plymouth Road Bridge	Over Fleming Creek	0.00	Bridge	Replace bridge	CON			380		240 MTF	520
2009	Washtenaw	WCRC	Dexter-Findlay Bridge	Over Portage Canal	0.00	Bridge	Replace bridge	CON			1,130		500 MTF	1,630
2009	Washtenaw	WCRC	Whitaker at Stony Creek	Whitaker at Stony Creek	0.00	Intersection	Construct roundabout	CON		775.00	STPU		600 MTF	1,375
2009	Washtenaw	WCRC	Hewitt	Pockard to Clark	1.00	Rehabilitate	Rehabilitate existing road	CON		291.00	STPU		100 MTF	391
2009	Washtenaw	WCRC	Border to Border	Countywide	NA	Non-maintained	County Non-maintained projects	CON		194.00	STPU		100 WOPR	294
2009	Washtenaw	YC	College Race	Forest to Cross	0.10	Reconstruction	Reconstruct and spot curb replacement	CON		119	STPU		31 GF	150
2009	Washtenaw	YC	Forest	Prospect to Osband	0.25	Reconstruction	Pavement replacement and curb replacement	CON	AC 2009 / ACC 2009	109	STPU		28 GF	137
2009	Washtenaw	YC	Minfield	Westmeadland to Washtenaw	0.25	Reconstruction	Pavement replacement and curb replacement	CON		295	STPU		75 GF	370
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Local Agency Programs (LAP) FY 2007 Project Planning Guide

TS&L Or Pre G.I.	PROGRAM MATERIAL	SUBMIT G.I. PACKAGE	APPROX G.I. DATE	ROW, Att. B, FINAL PLANS, PROP & EST	MYLARS TO LAP	ADVERTISE DATE 5 WEEK	LETTING DATE	COMMISSION MEETING (TENTATIVE) THURSDAY	AD BOARD MEETING (1ST & 3RD TUESDAY)
04/14/06 F	05/12/06 F	05/26/06 F	06/23/06 F	07/28/06 F	08/18/06 F	08/25/06 F	10/06/06 F	10/26/06	11/07/06
05/12/06 F	06/09/06 F	06/23/06 F	07/21/06 F	08/25/06 F	09/15/06 F	09/22/06 F	11/03/06 F	11/16/06	12/05/06
06/09/06 F	07/07/06 F	07/21/06 F	08/18/06 F	09/22/06 F	10/13/06 F	10/20/06 F	12/01/06 F	01/25/07	01/02/07
7/07/06 F	08/04/06 F	08/18/06 F	09/15/06 F	10/20/06 F	*11/15/06 W	*11/22/06 W	01/12/07 F	01/25/07	02/06/07
08/04/06 F	09/01/06 F	09/15/06 F	10/13/06 F	*11/20/06 M	12/15/06 F	12/22/06 F	02/02/07 F	02/22/07	03/06/07
09/01/06 F	09/29/06 F	10/13/06 F	11/15/06 W	*12/20/06 W	01/12/07 F	01/19/07 F	03/02/07 F	03/22/07	04/03/07
10/07/06 F	11/03/06 F	11/17/06 F	12/15/06 F	01/26/07 F	02/16/07 F	02/23/07 F	04/06/07 F	04/26/07	05/01/07
11/03/06 F	12/01/06 F	12/15/06 F	01/12/07 F	!02/21/07 W	03/16/07 F	03/23/07 F	05/04/07 F	05/24/07	06/05/07
12/02/06 F	12/29/06 F	01/12/07 F	02/09/07 F	!03/21/07 W	04/13/07 F	04/20/07 F	06/01/07 F	06/21/07	07/03/07
01/05/07 F	02/02/07 F	02/16/07 F	03/16/07 F	!04/25/07 W	05/18/07 F	05/25/07 F	07/06/07 F	07/26/07	08/07/07
02/09/07 F	03/09/07 F	03/23/07 F	04/20/07 F	05/25/07 F	06/15/07 F	06/22/07 F	08/03/07 F	08/23/07	09/04/07
03/16/07 F	04/13/07 F	04/27/07 F	05/25/07 F	06/29/07 F	07/20/07 F	07/27/07 F	09/07/07 F	09/27/07	10/02/07
**04/06/07 F	**05/04/07 F	**05/18/07 F	**06/22/07 F	**07/20/07 F	**08/10/07 F	**08/17/07 F	**09/28/07 F	**10/25/07	**11/06/07
04/13/07 F	05/11/07 F	05/25/07 F	06/22/07 F	07/27/07 F	08/17/07 F	08/24/07 F	10/05/07 F	10/25/07	11/06/07
05/11/07 F	06/08/07 F	06/22/07 F	07/20/07 F	08/24/07 F	09/14/07 F	09/21/07 F	11/02/07 F	11/29/07	12/04/07
06/15/07 F	07/13/07 F	07/27/07 F	08/24/07 F	9/28/07 F	10/19/07 F	10/26/07 F	12/07/07 F	^01/24/08	01/15/08

- 1) All bridge projects (bridge replacement and major rehabilitation regardless of funding) require a Type, Size and Location (TS&L) submittal.
2) Projects that may require an Environmental Assessment, Program Material must be submitted at least six months prior to advertisement date.
3) Discuss with appropriate staff engineer of Local Agency Programs.
4) Reconstruction (4R) projects on the National Highway System (NHS) and over \$5,000,000 in total cost - Plans, Proposal and Estimate must be received two weeks prior to these dates.
5) Mylars are to be sent after Final Plans so that any modifications identified during Final Plan Review can be incorporated. Mylars are due one week before project Advertisement Date.
6) *: Date adjusted due to holiday. !: Earlier turn in date due to busiest lettings. **: Local Jobs Today only. ^: Tentative Date
- Plan07gd.doc01/03/2007

**RESOLUTION FOR THE DEDICATION OF
PUBLIC RIGHT OF WAYS AND UTILITIES
FOR DEXTER CROSSING PHASES 1
THROUGH 5A**

**Village of Dexter
Washtenaw County, Michigan**

WHEREAS, the Dexter Village Council, on behalf of the Village of Dexter, of 8140 Main Street, Dexter, Michigan 48130 (the "Village"), approved an Area Plan for Dexter Crossing – Phases 1 through 5A, located in the Dexter Crossing Subdivision, located in the Village of Dexter, Washtenaw County, Michigan, on January 22, 1996; and

WHEREAS, the subsequent approval of multiple phase-by-phase Final Site Plans include the right-of-ways, known as Lexington Drive, Lexington Circle, Carrington Drive, South Downs Drive and Wellington Drive, or portions thereof as described in Attachment A; and

WHEREAS, Blackhawk Development Corporation, 7061 Dexter Ann Arbor Road, Dexter, Michigan 48130 ("Blackhawk Development"), has agreed to dedicate to the public, the roadways, highway improvements, sidewalks, signs, traffic control devices and other related improvements known as Lexington Drive, Lexington Circle, Carrington Drive, South Downs Drive, and Wellington Drive, or portions thereof as described in Attachment A hereto, as public right-of-ways, together with all above ground and below ground improvements, including but not limited to, the water main system, the sanitary sewer system, the storm water drainage system and any other utilities located within the development known as Dexter Crossing – Phases 1 through 5A, all as being further described in Attachment A hereto (collectively, the "Roads and Infrastructure"); and

WHEREAS, the Village's engineers have inspected and recommended acceptance of the Roads and Infrastructure; and;

WHEREAS, the Village's staff has inspected and recommended acceptance of the Roads and Infrastructure; and

WHEREAS, Blackhawk Development has agreed to post a letter of credit for the benefit of the Village in the amount of One Million Dollars (\$1,000,000.00) to ensure quality workmanship and materials in regards to the Roads and Infrastructure for a period of two (2) years from the date of the approval of this resolution; and

WHEREAS, the Village has agreed to accept the dedication of the Roads and Infrastructure; and

BE IT THEREFORE RESOLVED, that the Village accepts the dedication of the Roads and Infrastructure, as further described in Attachment A hereto, for any and all public uses.

MOVED BY: _____ SUPPORTED BY: _____

YEAS: _____

NAYS: _____

ABSENT: _____

RESOLUTION DECLARED ADOPTED THIS _____ DAY OF _____.

Jim Seta, Village President

CERTIFIED BY:

David F. Boyle, Village Clerk
VILLAGE OF DEXTER



Dykema Gossett PLLC
400 Renaissance Center
Detroit, Michigan 48243

WWW.DYKEMA.COM

Tel: (313) 568-6800

Fax: (313) 568-6996

Jonathan G. Gordon

Direct Dial: (313) 568-6503

Email: JGORDON@DYKEMA.COM

July 3, 2007

Via E-Mail and Federal Express

Ms. Allison J. Bishop
Community Development Manager
Village of Dexter
8140 Main Street
Dexter, Michigan 48130-1092

Re: Road and Utilities Dedication Materials for Dexter Crossing, Phase 1 through Phase 5A.

Dear Ms. Bishop:

At your request, we have reviewed the following road and utilities dedication materials being presented to the Village of Dexter (the "Village") for the above referenced development (the "Dedication Materials"):

- Unexecuted Maintenance and Guarantee Bond;
- Fifth Third Bank Letter of Credit (MIS302203) and Amendment (001);
- Recorded Quit Claim Deed from Blackhawk Development Corporation (Road – South Downs Drive);
- Recorded Quit Claim Deed from Blackhawk Development Corporation (Roads – Cambridge Drive, Carrington Drive, Lexington Circle, Lexington Drive and Wellington Drive);
- Bill of Sale from Blackhawk Development Corporation (Roads);
- Recorded Public Utilities Easement from Blackhawk Development Corporation;
- Unrecorded Water Main Easement from Blackhawk Development Corporation;
- Unrecorded Sanitary Easement from Blackhawk Development Corporation; and
- Recorded Storm Sewer Easement from Blackhawk Development Corporation;
- and
- Bill of Sale from Blackhawk Development Corporation (Utilities).

included ✓
included ✓

We understand that the Village has inspected and approved the construction and location of the roads and utilities to be dedicated and, with your permission, we are assuming that the legal descriptions and sketches in the Dedication Materials are accurate in regards to actual locations of the improvements as verified by your inspections.

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Ms. Allison J. Bishop
July 3, 2007
Page 2

Please note the following in regards to the Dedication Materials:

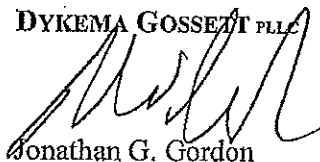
- The Maintenance and Guarantee Bond needs to be executed by both the "Principal" and the "Surety;"
- The Maintenance and Guarantee Bond varies from the Village form in that the document as presented requires the Village to obtain at least two (2) bids for any work undertaken by the Village on behalf of the "Principal" or the "Surety;"
- The Letter of Credit will expire on June 11, 2009, which will be less than two (2) years after acceptance of the Dedication Materials by the Village;
- Preston Circle is not included in the Dedication Materials; and (Private Dr.)
- The Water Main Easement and the Sanitary Easement need to be recorded with the Washtenaw County Register of Deeds.

Based on our review of the Dedication Materials, we find the documentation for Phase 1 through Phase 5A, subject to the foregoing sentence, to be complete and legally effective in transferring title to the right-of-ways and improvements referenced in the Dedication Materials to the Village for public use.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

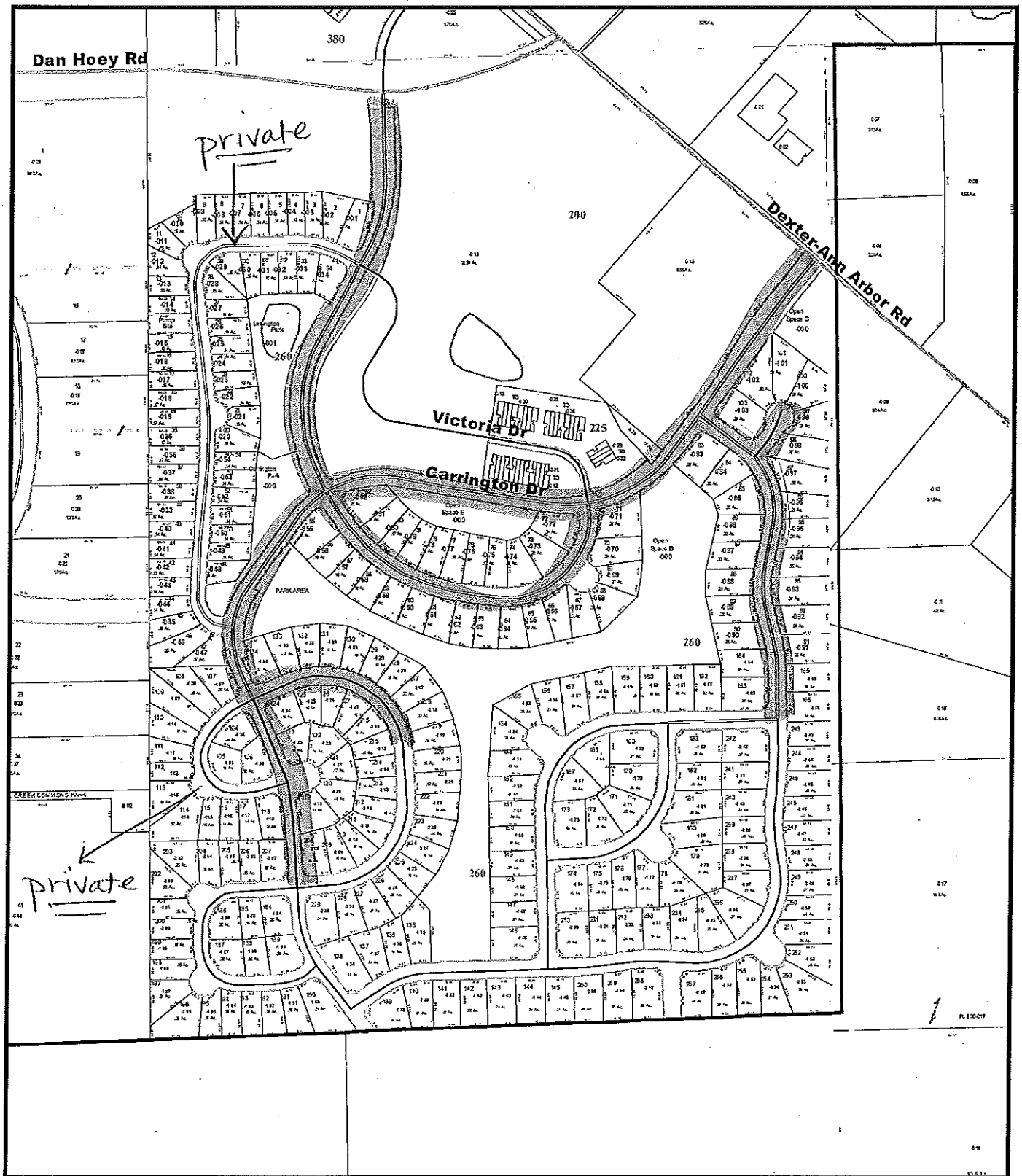
DYKEMA GOSSETT PLLC



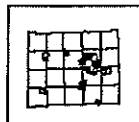
Jonathan G. Gordon

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Location Map



0 310 620

Feet
1 inch equals 362.6 feet



Geographic
Information
System

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the user assumes all responsibility for the use. Any assumption of legal status of this data is hereby disclaimed.

NOTE: PARCELS MAY NOT BE TO SCALE

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

Date Printed: 07/03/2007

GIS Map Print



Engineering Advisors

February 21, 2007

Midwestern Consulting, Inc.
3815 Plaza Dr.
Ann Arbor, MI 48108

Attention: Martin LaForte, RLA

Regarding: Dexter Crossing Phases 1-5a
Maintenance and Guarantee Bond
OHM Job No. 0130-98-0023

Dear Marty:

It has come to our attention that in the OHM February 16, 2007 letter it noted that a maintenance and guarantee bond was needed for Dexter Crossing Phases 1 through 4. However, as indicated in the substantial completion letters dated October 11, 2006 for Phases 1 through 4 and October 13, 2006 for Phase 5a, a 2-yr maintenance and guarantee bond is needed for Dexter Crossing Phases 1 through 4 *and 5a*. Once the bonding has been obtained and the form completed, please have the original mailed to Donna Dettling at the Village of Dexter, 8140 Main Street, Dexter, MI 48130.

Should you have any comments or questions, please feel free to contact me at (734) 522-6711.

Sincerely,
Orchard, Hiltz & McCliment, Inc.

Christine A. Cale

Christine A. Cale, P.E.
Project Engineer

cc: Allison Bishop, Zoning Administrator, Village of Dexter, 8140 Main Street, Dexter, MI 48130
Matt Ursetti, Blackhawk Development, 7061 Dexter-Ann Arbor Road, Dexter, MI 48130
File

February 16, 2007

Midwestern Consulting, Inc.
3815 Plaza Dr.
Ann Arbor, MI 48108



Attention: Martin LaForte, RLA
Regarding: Dexter Crossing Phases 1-5a
Dedication documents
OHM Job No. 0130-98-0023

Dear Marty:

We have reviewed several documents, including easement descriptions, right-of-way descriptions, as-builts and grading plans, required for the dedication of Dexter Crossing Phases 1 through 5a.

Easements

The attached easement descriptions for the referenced project appear to be accurate and complete, and we take no exception. Please have the attached easement descriptions recorded with the Washtenaw County Register of Deeds along with completed enclosed easement documents. Once recorded, forward a copy to the Village of Dexter and Marilyn Vaillancourt at Orchard, Hiltz & McCliment, Inc.

ROW Descriptions

Please have the ROW descriptions along with completed quit claim deeds (attached) recorded with the Washtenaw County Register of Deeds. Once recorded, forward a copy to the Village of Dexter and Marilyn Vaillancourt at Orchard, Hiltz & McCliment, Inc.

As-builts

We have reviewed the as-builts for the detention basin outlet structures and find that no additional revisions are required. Please provide two mylars of the as-builts for the detention basin outlet structures. (each mylar with all four 8½ x 11 sheets showing the outlet structures) for distribution.

Maintenance & Guarantee Bond

Please provide a 2-yr maintenance and guarantee bond for Dexter Crossing Phases 1 through 4. Once the bonding has been obtained and the form completed, please have the original mailed to Donna Dettling at the Village of Dexter, 8140 Main Street, Dexter, MI 48130.

Should you have any comments or questions, please feel free to contact me at (734) 522-6711.

Sincerely,
Orchard, Hiltz & McCliment, Inc.

Christine A. Cale

Christine A. Cale, P.E.
Project Engineer

cc: Allison Bishop, Zoning Administrator, Village of Dexter, 8140 Main Street, Dexter, MI 48130
Matt Ursetti, Blackhawk Development, 7061 Dexter-Ann Arbor Road, Dexter, MI 48130
File

to be revised
1-5A



October 11, 2006

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road
Livonia, MI 48150

Village of Dexter
8140 Main Street
Dexter, MI 48130

p: (734) 522-6711
f: (734) 522-6427
www: ohm-eng.com

Attention: Ms. Allison Bishop
Zoning Administrator

Regarding: Dexter Crossing I thru IV
OHM Job No. 0130-98-0023
Substantial Completion of Project

Dear Ms. Bishop:

The public and private water main, sanitary, storm sewers and paving on the referenced project are now substantially complete.

The utilities and roads have been installed in accordance with the approved plans and to the line and elevations as provided by the Developer's Engineer. Bacteriological and hydrostatic testing of the water main has passed. The sanitary sewer has been air tested and passed. The Final Utility Punch List was completed and accepted by the Village of Dexter.

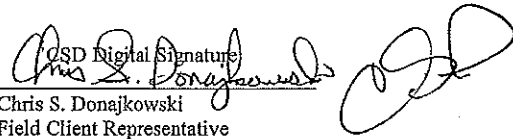
The following items, however, remain to be completed:

1. SUBMIT THE ^{1,000,000}~~\$1,500,000.00~~ MAINTENANCE AND GAURINTEE BOND.
2. VERIFICATION OF RECORDING ALL APPROVED R.O.W. EASEMENTS.
3. GRADING CERTIFICATE.
4. THE AS-BUILTS APPROVED JANUARY 24, 2005, DO NOT INCLUDE THE REVISED OUTLET STRUCTURE AND DETENTION POND NUMBER II IMPROVEMENTS. SUBMIT THE RECENT CHANGES FOR REVIEW AND ACCEPTANCE.

Only after the items have been completed will we recommend that those improvements to be designated as public and be accepted as part of the Village's system for maintenance purposes. The above listed items should be completed prior to the return of any monies in the inspection escrow.

The developer should contact Mr. Rhett Gronevelt at 734-522-6711 for a final acceptance letter.
Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.


Chris S. Donajkowski
Field Client Representative

cc: Donna Dettling, Village Manager
Ed Lobdell, Village Superintendent of Utilities
Mr. Matt Ursitti, Blackhawk Development Corporation
Rhett Gronevelt P.E., Client Representative
File



October 13, 2006

ORCHARD, HILTZ & McCLIMENT, INC.

34000 Plymouth Road
Livonia, MI 48150

Village of Dexter
8140 Main Street
Dexter, MI 48130

p: (734) 522-6711
f: (734) 522-6427
www: ohm-eng.com

Attention: Ms. Allison Bishop
Zoning Administrator

Regarding: Dexter Crossing 5A
OHM Job No. 0130-99-0073
Substantial Completion of Project

Dear Ms. Bishop:

The public water main, sanitary, storm sewer and paving on the referenced project are now substantially complete.

The utilities and roads have been installed in accordance with the approved plans and to the line and elevations as provided by the Developer's Engineer. Bacteriological and hydrostatic testing of the water main has passed. The sanitary sewer has been air tested and passed. The Final Utility Punch List was completed.

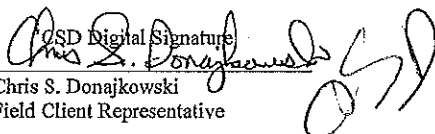
The following items remain to be completed prior to the Final Acceptance:

1. SUBMIT THE MAINTENANCE AND GAURINTEE BOND
The M&G for phases 1 thru 5A, as negotiated with the Village.
2. RECORDED EASEMENTS FOR THE R.O.W. AND UTILITIES.

Only after the items have been completed will we recommend that those improvements to be designated as public and be accepted as part of the Village's system for maintenance purposes. The above listed items should be completed prior to the return of any monies in the inspection escrow.

The developer should contact Mr. Rhett Gronevelt at 734-522-6711 for a final acceptance letter.
Sincerely,

ORCHARD, HILTZ & McCLIMENT, INC.


Chris S. Donajkowski
Field Client Representative

cc: Donna Dettling, Village Manager
Ed Lobdell, Village Superintendent of Utilities
Mr. Matt Ursitti, Blackhawk Development Corporation
Rhett Gronevelt P.E., Client Representative
File

VILLAGE OF DEXTER

WATER UTILITIES

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734) 426-2208

October 13, 2006

Allison Bishop
Community Development Manager
Village of Dexter
8140 Main St.
Dexter, Mi. 48130

Subject: Acceptance letter for Dexter Crossing 1.2.3.&4.

Allison:

The Public Services Department has inspected phases 1 thru 4 in the Dexter Crossing subdivision. Inspections were made for all utilities. They were also made for sidewalk, and roadways. All punch list items have been satisfied.

Therefore the Public Services Department is recommending that these phases (1-4) of Dexter Crossing Subdivision be dedicated to the Village of Dexter.

Respectfully Submitted;



Ed Lobdell
Public Services Supt.

VILLAGE OF DEXTER

PUBLIC SERVICES DEPT.

8360 HURON ST.

DEXTER MI 48130

(734) 426-4572 FAX (734) 426-5466

January 19, 2007

Allison Bishop
Community Development Manager
Village of Dexter
8140 Main St.
Dexter, Michigan, 48130

Subject: Acceptance letter for Dexter Crossing Phase 5 & 5a.

Allison:

The Public Services Department has inspected phases 5 and 5a in the Dexter Crossing subdivision. Inspections were made for all utilities. They were also made for sidewalk, and roadways. All punch list items have been satisfied.

Therefore, the Public Services Department is recommending that these phases (5-5a) of Dexter Crossing Subdivision be dedicated to the Village of Dexter.

Respectfully Submitted;



Ed Lobdell
Public Services Supt.

LETTER OF CREDIT NO. MIS302203

PAGE 1

ISSUING BANK:

BENEFICIARY:
THE VILLAGE OF DEXTER
8140 MAIN STREET
DEXTER, MI 48130

APPLICANT:
BLACKHAWK DEVELOPMENT CORPORATION
7061 DEXTER - ANN ARBOR ROAD
DEXTER, MI 48130

LETTER OF CREDIT NO: MIS302203
ISSUE DATE: JUNE 15, 2007
EXPIRATION DATE: JUNE 11, 2009
EXPIRATION PLACE: AT OUR COUNTERS
AMOUNT: 1,000,000.00 USD ONE MILLION 00/100

RE: MAINTENANCE AND GUARANTEE BOND FOR THE PROJECT KNOWN AS:
"VICTORIA CONDOMINIUM"

WE HEREBY ISSUE IN YOUR FAVOR THIS IRREVOCABLE STANDBY LETTER OF CREDIT WHICH IS AVAILABLE BY PRESENTATION OF YOUR DRAFT(S) AT SIGHT DRAWN ON FIFTH THIRD BANK, (EASTERN MICHIGAN) ACCOMPANIED BY THIS ORIGINAL LETTER OF CREDIT AND THE FOLLOWING DOCUMENTS:

BENEFICIARY'S SIGNED AND DATED DEMAND FOR PAYMENT UNDER THE LETTER OF CREDIT AND REFERENCING LETTER OF CREDIT NUMBER MIS302203.

PARTIAL DRAWINGS ARE ALLOWED.
MULTIPLE DRAWINGS ARE ALLOWED.

THE BANK SHALL NOT BE CALLED UPON TO DETERMINE QUESTIONS OF FACT OR LAW AT ISSUE BETWEEN THE BANK'S CUSTOMER AND THE BENEFICIARY OF THIS LETTER OF CREDIT.

ALL DRAFTS MUST BEAR THE CLAUSE: "DRAWN UNDER LETTER OF CREDIT NUMBER MIS302203 OF FIFTH THIRD BANK, (EASTERN MICHIGAN), DATED JUNE 15, 2007."

LETTER OF CREDIT NO. MIS302203

PAGE 2

THIS ORIGINAL LETTER OF CREDIT, ALONG WITH ANY SUBSEQUENT AMENDMENTS, MUST BE SUBMITTED TO THE BANK FOR OUR ENDORSEMENT OF ANY PAYMENTS EFFECTED BY US AND/OR FOR CANCELLATION.

WE ENGAGE WITH YOU THAT DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE HONORED IF NEGOTIATED OR PRESENTED DURING BUSINESS HOURS ON OR BEFORE THE EXPIRATION DATE AT:

FIFTH THIRD BANK
INTERNATIONAL TRADE SERVICES
1850 EAST PARIS S.E., MD ROPS81
GRAND RAPIDS, MI 49546
800-662-3914

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES/ISP98, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION 590.



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

LETTER OF CREDIT NO. MIS302203

PAGE 1

AMENDMENT NUMBER: 001

DATE OF AMENDMENT:
JUNE 28, 2007

ISSUING BANK:
FIFTH THIRD BANK, (EASTERN MICHIGAN)

APPLICANT:
BALCKHAWK DEVELOPMENT COMPANY LLC
7061 DEXTER - ANN ARBOR ROAD
DEXTER, MI 48130

BENEFICIARY:
THE VILLAGE OF DEXTER
8140 MAIN STREET
DEXTER, MI 48130

RE: OUR IRREVOCABLE LETTER OF CREDIT NO. MIS302203 ISSUED ON JUNE 15, 2007 IN FAVOR OF THE VILLAGE OF DEXTER FOR THE ACCOUNT OF BALCKHAWK DEVELOPMENT COMPANY LLC.

PLEASE AMEND THE ABOVE AS FOLLOWS:

AMEND RE: MAINTENANCE AND GUARANTEE BOND FOR THE PROJECT KNOWN AS 'VICTORIA CONDOMINIUM' TO READ RE: MAINTENANCE AND GUARANTEE BOND FOR THE PROJECT KNOWN AS: 'DEXTER CROSSING PHASES I, II, III, IV, AND V.'

PLEASE ATTACH THE ENCLOSED MAINTENANCE AND GUARANTEE BOND TO ORIGINAL LETTER OF CREDIT.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

REGARDS,



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That Blackhawk Development Corporation, whose address is 7061 Dexter-Ann Arbor Road, Dexter, Michigan 48130, as Principle, and Fifth Third Bank, as Surety, are held and firmly bound unto The Village of Dexter, a Michigan Municipal Corporation, whose address is 8140 Main Street, Dexter, Michigan 48130, in the sum of One Million dollars (\$1,000,000.00) good and lawful money of the United States of America, to be paid to the Village of Dexter, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____ A.D. 200 _____.

WHEREAS, the above named Principal covenanted and agreed as follows, to-wit:

Dexter Crossing P.U.D. Phases I, II, III, IV, and Va – Public Sanitary Sewer, Storm Sewer, Water Main, and Road Infrastructure.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That by and under said contract, the above named Principal has agreed with The Village of Dexter that for a period of 2 year(s) from date of above projects acceptance by the Village of Dexter, to keep in good order and repair any defect in all work done under said contract either by the Principal or his Subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the Village of Dexter, excepting only such parts or part of said work as may have been disturbed without consent or approval of the Principal after final acceptance of the work, and that whenever directed to do so by the Village of Dexter by notice served in writing, either personally or by mail, on the Principal at 7061 Dexter-Ann Arbor Road, Dexter, Michigan 48130 or legal representative, or successors WILL PROCEED at once to make such repairs as directed by the Village of Dexter; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the Village of Dexter shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the Village of Dexter may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting the Village of Dexter shall obtain a minimum of two bids for the completion of the work or any part thereof, and all sums actually paid therefore shall be charged to the Principal or Surety. In this connection the judgment of the Village of Dexter is final and conclusive. If said Principal for a period of Two (2) year(s) from the date of acceptance by the Village of Dexter, shall keep said work so constructed under said contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after the

final acceptance of same, and shall whenever notice is given as herein before specified, at once proceed to make repair as in said notice directed, or shall reimburse the Village of Dexter for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Principal and Orchard, Hiltz & McCliment, Inc., from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Principal, servants, agents or employees, in the prosecution of the work included in said contract, and from any and all claims arising under the Workman's Compensation Act, so-called, of the State of Michigan, then the above obligation shall be voided, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this _____ day of _____ A.D. 20 ____.

Signed, Sealed and Delivered in the Presence of:

_____	_____ (L.S.)
_____	_____ (L.S.)
_____	_____ (L.S.)

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

ddettling@villageofdexter.org

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: July 9, 2007
Re: Intent to Contract for 3 PSU's
Item L-5

ITEM

L-5

Included for your review is the 4-year contract the Village entered into with Washtenaw County Sheriff Department on May 26, 2006. On the last page of this contract is a requirement that the village notifies the County on or before July 1, 2007 of the number of deputies, the Village plans to contract for effective January 1, 2008.

An informal notification to the County was made prior to July 1st based on our budgeted figure for deputies in the 2007/08 Budget. However, a more official process is recommended with formal Council action, followed by a letter to Curtis Hedger, Office of Corporation Counsel.

A motion approving the intent to contract with the Washtenaw County Sheriff for three (3) deputies for 2008 and 2009 would be appropriate.

Please contact me if you have any questions.

WASHTENAW COUNTY POLICE SERVICES CONTRACT

AGREEMENT is made this 26 day of May, 2006, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, 48107 ("County"), the WASHTENAW COUNTY SHERIFF, a Michigan Constitutional Officer ("Sheriff") and DEXTER VILLAGE, a Michigan municipal corporation located at 8140 Main Street, Dexter, Michigan 48130 ("Village").

RECITALS

WHEREAS, for the past four years, the County and County Sheriff have provided police road patrol services to participating local governmental units pursuant to a contract between the County, County Sheriff and the local governmental entity; and

WHEREAS, the Board of Commissioners has taken the position that to receive the benefit of police services, local jurisdictions must share paying the responsibility for the service; and

WHEREAS, the methodology to determine how much each governmental unit and the County would pay for such police road patrol services is being changed for this four-year Contract as stated more fully below; and

WHEREAS, effective January 1, 2003, the County and participating local governmental entities executed police service contracts effective through December 31, 2005 providing that the County Sheriff would provide road patrol services pursuant to the terms of the contracts; and

WHEREAS, it is now necessary to execute new contracts effective January 1, 2006 through December 31, 2009, to insure the seamless continuation of police services for those communities; and

WHEREAS, the new method of contracting for police services will begin on January 1, 2006 and will coincide with the County's budget process.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

A. The parties agree that the Village shall contract for three (3) PSU's from the Sheriff to provide road patrol and other law enforcement services to the Village. A "PSU" is defined as, "The services of one Sheriff's deputy plus all supervisory and administrative activities, including training as determined by the Sheriff, that are required to enable that deputy to perform the responsibilities of his/her job." The parties agree that for the first two years of this contract, (January 1, 2006-December 31, 2007), the base level of service for the deputy component of a PSU shall consist of 1800 deputy-hours per year. The parties agree that a deputy service hour constitutes all time spent by sheriff's personnel responding to a call for service that originates from the contracting jurisdiction as well as any time spent within the boundaries of the

jurisdiction. The parties further agree that a deputy hour includes all court time spent on Village cases. The parties also agree that any time spent in any jurisdiction by a deputy under this Contract who is responding to a condition red alert as defined by the Department of Homeland Security shall also be counted towards the annual contracted hours for the Village.

For the last two years of this Contract, (January 1, 2008-December 31, 2009), the County will continue to provide road patrol and other law enforcement services pursuant to a model to be determined as explained in this Contract.

B. Specific deployment issues are attached as Exhibit A. The County, Sheriff and Village agree that the terms of Exhibit A, pertaining to deployment issues, may only be amended by mutual written consent of the Sheriff and Village.

ARTICLE II - COMPENSATION

The parties understand and agree that the basic methodology used to determine how much the Village and the County will pay to provide the services under this Contract shall change after the first two years of this Contract (January 1, 2006 through December 31, 2007) are complete.

2006-2007 Compensation

For the first year of the Contract, (January 1-December 31, 2006) the Village shall pay to the County ninety-four thousand two hundred and eighteen (\$94,218.00) dollars for each contracted PSU, which represents a 6% increase from the cost of a PSU in the police services contract between the County and Village for 2005. In addition, the County will be responsible to pay for all other costs, including overtime, incurred during the first year of this Contract (January 1-December 31, 2006).

The parties agree that the cost of an individual PSU shall be increased by an additional 6% for a total cost of ninety-nine thousand, eight hundred and seventy-one (\$99,871.00) dollars for the second year of the Contract (January 1, 2007 through December 31, 2007). Moreover, the parties agree that in addition to the base cost of a PSU, the Village shall pay a flat rate of ten thousand (\$10,000.00) dollars per contracted for PSU to pay for overtime costs incurred in providing the services under this Contract in 2007. The County shall pay for any overtime cost exceeding the flat rate of ten thousand (\$10,000.00) dollars per contracted for PSU for calendar year 2007. The annual flat rate overtime cost shall be pro rated over a 12 month period and included in the Village's monthly bill.

For the first two years of this Contract (January 1, 2006-December 31, 2007), the Sheriff agrees to do an annual report to determine the total number of hours worked by all the PSU's in the Village. The County shall provide a rebate to the Village if the total number of deputy hours worked by all the deputies within the Village is less than the total number of deputy hours required under the Contract.

The Village agrees to pay the County the full monthly amounts due within thirty (30) days after the date of the invoice.

2008-2009 Compensation

Beginning on January 1, 2008 and continuing throughout the remainder of the Contract, the concept of PSUs shall no longer apply. Instead, contracting entities will be charged for the cost of a basic deputy and any additional personnel, equipment, or services they require. Further, the County will fund "county-wide services" related to the provision of police services in Washtenaw County. The parties agree that by March 1, 2006, the County will announce to the contracting entities the list of County-funded "county-wide services." The list of "county-wide services" shall be approved by the Board of Commissioners no later than April 30, 2006.

Contracting entities may select additional personnel, equipment, and services to be added to the Contract at additional cost. The County will announce by March 1, 2006, with final approval no later than April 30, 2006, the cost of a basic deputy as well as the cost of each menu item relating to extra personnel, equipment and services that may be added to the Contract for 2008-2009.

On or before July 1, 2007, the contracting entity agrees to notify the County Administrator, in writing, of the total number of deputies and related personnel, equipment and services that the contracting entity wishes to purchase for the last two years (January 1, 2008-December 31, 2009) of this contract. Any contracting entity that does not wish to proceed with the final two years of the Contract using the new methodology, may terminate the Contract pursuant to Article XIII.

Notwithstanding anything herein to the contrary, the execution of this Contract by the Sheriff is for the sole purpose of acknowledging the Sheriff's authority and responsibility regarding the deployment issues set forth in Exhibit A attached hereto. The execution of this Contract by the Sheriff shall not in any manner be deemed a concurrence with the County's determination of "county-wide services" and/or "the cost of basic deputy as well as the cost of each menu item relating to extra personnel, equipment and services that may be added to the Contract for 2008-2009." Accordingly, the execution of this Contract by the Sheriff shall not in any manner prejudice, or otherwise be deemed a waiver of the Sheriff's right to challenge the validity and enforceability of such determinations by the County and to prosecute/defend the full extent of the Sheriff's Constitutional, statutory and common law authority in a court of competent jurisdiction.

ARTICLE III – FAILURE TO PAY

The County shall bill the Village monthly for all standard monthly and overtime costs incurred during that month. The Village must pay this bill within thirty (30) days after the date of the invoice. Failure by the Village to pay the total monthly charges shall be a material breach of this Contract and entitle the County to immediately seek remedies including, but not limited to, the following:

- Limitation of future police services to the Village to offset the amount owed;
- Complete stoppage of all contract services to the Village until the amount owed is completely paid;

- Pursuit of a court order compelling the Village to pay the amount owed.

The parties understand and agree that the above remedies are not exclusive and do not constitute progressive enforcement steps. Thus, the County may choose any of these remedies, or any other remedy to which it is legally entitled, at any time after the Village has breached its duty to pay its monthly costs. Moreover, the parties understand and agree that these remedies are in addition to those stated in Article XIII.

ARTICLE IV – DISPUTE RESOLUTION

The parties agree that the Village may dispute any County invoice by taking the following actions within 30 days of receiving the invoice: (1) the Village must pay the disputed amount to the County; and (2) the Village must send written notice to the County Administrator that it disputes the invoice. The Village is encouraged to attach any written documentation supporting its claim to its request to County Administration for dispute resolution.

Within 30 days of receiving the Village's notice disputing the invoice, County Administration will investigate the claim. If the investigation supports the Village's claim, the disputed money will be refunded back to the Village, along with interest at an annual rate of 2 per cent pro rated to equal the length of the arbitration process. If, however, as a result of the investigation, County Administration disagrees with the Village's claim, the County and the Village shall jointly pick a mutually acceptable arbitrator to hear the positions of the Village and County. The County and the Village shall also have the right to jointly compile a list of acceptable arbitrators which, if compiled, shall be an attachment to this Contract. The arbitrator's decision on the claim shall be binding. If the arbitrator ultimately decides in favor of the Village, the County agrees to refund the money paid by the Village, along with an annual 2 per cent interest payment pro rated to equal the length of the arbitration. The cost to retain the arbitrator shall be paid by the losing party.

ARTICLE V - TERM

The term of this contract shall be for forty-eight months with an effective date retroactive to January 1, 2006 and ending on December 31, 2009. Upon execution, this Contract supersedes the earlier agreement between the parties for contract police services for 2006-2009.

ARTICLE VI - INSURANCE

The County agrees to maintain at its own expense during the term of this contract the following insurance:

1. Workers' compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum of one hundred thousand (\$100,000.00) dollars each accident for any employee.
2. Public entity liability coverage, which includes general liability, law enforcement liability, auto liability and public officials liability coverages. The County's insurer will add Dexter Village as an additional insured under this public entity

liability coverage. The County will be responsible for all expenses and loss payments within its SIR/Deductible.

The County shall submit a certificate of insurance that evidences such coverage to the Village Clerk prior to beginning services under this Contract.

ARTICLE VII – RESPONSIBILITY FOR EMPLOYEES AND AGENTS

The parties agree that the County is responsible for the acts and/or omissions of its deputies and police service personnel in providing services under this Contract.

ARTICLE VIII-CONFERENCES

The County and Village agree that either party may request a conference to discuss issues relating to interpretation of this Contract. Such notice shall be in writing and specify the issues to be discussed at the conference. In addition, as stated more fully in Exhibit A, the Sheriff and the Village may convene to discuss specific deployment issues.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

All parties to this Contract agree that they will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

All parties to this Contract agree that they will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

All parties to this Contract agree to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the County, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XI - EQUAL ACCESS

The Sheriff shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This contract is binding on the County, Sheriff and the Village, their successors and assigns. None of the parties to this Contract will assign or transfer its interest in this contract without the written consent of the other parties.

ARTICLE XIII - TERMINATION OF CONTRACT

If a party breaches any provision of this Contract, the non-breaching party may serve upon the breaching party written notice of its intent to terminate this Contract. If the breaching party fails to cure such breach within thirty (30) days after having received written notice of the breach, the non-breaching party may terminate this Contract, provided, however, that if the cure for the breach takes more than thirty (30) days to cure, the breaching party shall be given a reasonable amount of time beyond the thirty (30) day period to prosecute the cure to the breach to completion.

Notwithstanding the paragraph above, upon giving the County and the Sheriff six (6) months written notice, the Village may terminate this contract.

ARTICLE XIV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County, Sheriff and Village will be incorporated into this Contract by written amendment signed by all parties.

ARTICLE XV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XVI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

DEXTER VILLAGE

WASHTENAW COUNTY

By:


Jim Seta
Village President

6-21-06
(DATE)

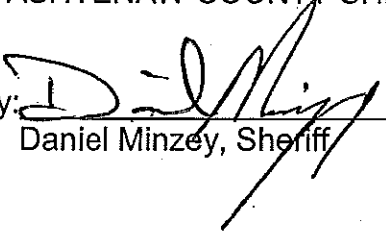
By:


Robert E. Guenzel
County Administrator

5/26/06
(DATE)

WASHTENAW COUNTY SHERIFF

By:


Daniel Minzey, Sheriff

6-7-06
(DATE)

APPROVED AS TO FORM:

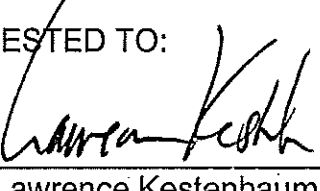
ATTESTED TO:

BY:


Curtis N. Hedger
Office of Corporation Counsel

5-26-06
(DATE)

BY:


Lawrence Kestenbaum
County Clerk/Register

7/5/06
(DATE)

EXHIBIT A

The Washtenaw County Sheriff ("Sheriff") and Dexter Village ("Village") agree on the following specific deployment issues.

Assignment of Supervision. The Sheriff will provide supervision over PSU's assigned to the Village. The parties agree that for the first two years of this Contract (January 1, 2006-December 31, 2007), the Sheriff will assign a sergeant to work in the Village once the combined PSU count for the Village, Dexter Township and Webster Township contracts equals a minimum of six (6) PSU's. It is the Sheriff's intent that any sergeants assigned to the Village be physically present in the Village; however, the Sheriff retains the discretion to determine the assignment of sergeants or any other supervisory personnel. Once the new methodology becomes effective on January 1, 2008, the Village must pay for any supervision services to be provided to the Village.

The Sheriff agrees to accommodate reasonable Village requests related to the supervision of assigned Deputies. In particular, the Sheriff will make reasonable efforts to satisfy Village requests for specific enforcement or prevention activities and to provide information reasonably requested by the Village related to police activity.

Overtime Protocol The parties agree that the Village shall have the right to discuss overtime and staffing issues with the Sheriff and to provide input on when overtime shall be incurred under this Contract, provided, however, that the Sheriff shall ultimately determine when overtime is justified under this Contract.

Animal Control. The County has the statutory responsibility of animal control throughout the County. Accordingly, this Contract does not address animal control services.

Selection of Sheriff's Personnel to Fulfill Contract. The parties agree that the Village shall be permitted to provide input in the selection of Sheriff's Department personnel who will be assigned in the Village, who shall fulfill the terms of this contract. To that extent, the Village shall meet with administration staff from the Sheriff's Department to work out a process whereby appropriate Village personnel may be involved in the selection process of those individuals proposed by the Sheriff to work in that Village. The number of assigned deputies is subject to the labor agreement between the County, Union and Sheriff (which currently limits the Sheriff's ability to remove personnel from the shift bid process to 40% of total Deputies). The Sheriff agrees to take any input from the Village personnel in making his final decision on personnel who will work within that Village. The Village may also request assignment of personnel to specific shifts, provided, however, the Sheriff retains the power to make final decisions regarding shift assignments. For the first two years of this Contract, (January 1, 2006-December 31, 2007), the Sheriff agrees that hours worked by deputies in Field Training program who have not been approved for solo patrol will not be counted as PSU hours under this contract.

Removal of Sheriff's Personnel Assigned to the Village. The parties agree that if, in the Village's opinion, any individual assigned by the Sheriff to the Village is not acceptable to that Village, the Village and the Sheriff shall meet to discuss the situation and to work on addressing the problems between the Village and the individual in question. The reassignment of any Sheriff's Department personnel within a Village, however, shall remain the exclusive power of the Sheriff. The Sheriff agrees to notify the Village if any particular deputy is reassigned from the Village for any reason.

Ordinance Enforcement. The parties understand that non-criminal general ordinance enforcement is not part of the services provided by the Sheriff to the Village pursuant to this contract. Notwithstanding, the Sheriff will assist the Village's local ordinance enforcement

officer when such assistance is necessary. The Sheriff will however, enforce local traffic ordinances. The Sheriff agrees to enforce traffic violations under local ordinance whenever possible and practical.

Substations. The Sheriff retains the complete discretion to determine where any substation may be located to assist Sheriff's Department personnel in fulfilling its responsibilities under this contract. The parties agree that the Village shall provide and maintain any such substation, while the Sheriff shall equip that substation.

Notification. The Sheriff agrees to use good faith efforts to notify the Village supervisor or his/her designee in a timely fashion of any major newsworthy events such as homicides or traffic fatalities that occur within the Village.

Attendance at Village Board Meetings. The Sheriff agrees that a command officer shall attend Village board meetings at least one time per month to report to the Village Board on any relevant contract issues and/or to answer questions from the Board.

Periodic Meetings. The Sheriff agrees to send command staff responsible to meet with Village officials on an agreed upon periodic schedule to discuss issues relevant to this contract. The Sheriff agrees that such issues shall include, but not be limited to, advice by the Village as to use of the services contracted for under the Agreement. These meetings may include Sheriff's administration staff including the Undersheriff and/or the Sheriff if necessary.

EXHIBIT B

2008-2009 Police Service Costs and List of "County-Wide Services" to be Provided by Washtenaw County

2008 Police Service Costs

- "No-Fill" Deputy(80 bi-weekly hours; 2080 annual hours)—The price of each contracted for deputy in 2008 is \$115,026.00
- Sergeant—The total price for each sergeant is \$135,280.00. The pro rata price for sergeants is \$18,037.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for sergeants would be \$72,148.00 (\$18,037.00 x 4))
- Lieutenant—The total price for each lieutenant is \$54,798.00. The pro rata price for lieutenants is \$3,440.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for lieutenants would be \$13,760.00 (\$3,440.00 x 4))

2009 Police Service Costs—Increase by 4% from 2008 Rate

- "No-Fill" Deputy(80 bi-weekly hours; 2080 annual hours)—The price of each contracted for deputy in 2009 is \$119,627.00
- Sergeant—The total price for each sergeant is \$140,691.00. The pro rata price for sergeants is \$18,758.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for sergeants would be \$75,032.00 (\$18,758.00 x 4))
- Lieutenant—The total price for each lieutenant is \$56,990.00. The pro rata price for lieutenants is \$3,578.00 for each contracted for deputy (i.e. if 4 deputies are under contract, the price for lieutenants would be \$14,312.00 (\$3,578.00 x 4))

County-Wide Services to be Provided by Washtenaw County

- Detective Bureau
- Major Crimes Investigation
- Drug Enforcement Unit
- K-9 Team
- TEAM student education
- SWAT/Hostage Negotiation
- Auto Theft Team
- Crimes Against Children
- Minimal Base Level of County-Wide Road Patrol (Minimal base levels of road patrol could be satisfied with as few as three to five deputies. However, the County will bear the expense of 12 deputies and 1 sergeant to provide road patrol to the entire County, including those areas not contracting for police services with the County.

- Overtime Fund of \$500,000.00 to pay for overtime incurred that is not directly attributable to work provided for a particular jurisdiction, including training and overtime for SWAT and the Dive Team, responding to calls at County owned and/or operated facilities, responding to "Code Red" emergencies, providing extended services pursuant to mutual aid and replacing a deputy once that deputy has missed two weeks of work. All other overtime costs are the responsibility of the contracting entities and shall be charged at the standard hourly overtime rate. The contracting entity shall have the choice whether to backfill for any particular deputy and the entity shall be responsible to pay for the costs of such backfill

Specific Price for Dexter Village for 2008-2009

- The specific price to Dexter Village for the cost of police services for 2008-2009 will be calculated after the Village notifies the County on or before July 1, 2007 of the number of deputies and related personnel the Village would like to purchase for 2008-2009. The total price for these deputies and personnel will be based upon the prices stated above.

h: general 2008-2009 police cost 1-dexvill

VILLAGE OF DEXTER

8140 Main Street Dexter, MI 48130-1092

Phone (734)426-8303

Fax (734)426-5614

MEMO

To: President Seta and Council
From: Donna Dettling, Village Manager
Date: July 9, 2007
Re: Main St. Bridge Over Mill Creek

3-Party Agreement Update

Council approved spending up to \$3,000 to have Dykema draft a 3-Party Mutual Release Agreement. Mr. Schairbaum of Dykema was able to work within our budget and therefore, I asked him to prepare a draft agreement. Provided for your review is the first draft of that agreement.

The document is a good place to start and I would recommend that it be forwarded to the WCRC and their legal Counsel, with a request to meet and discuss the document with our attorney's present. This meeting would preferable include Ford. Mr. Schairbaum has associates that work with Ford Attorneys, and is working to bring the appropriate party to the table to discuss this matter.

Donna Dettling

From: Schairbaum, Daniel [DSchairbaum@dykema.com]
Sent: Thursday, July 05, 2007 1:02 PM
To: Donna Dettling
Subject: Mill Creek Pond Release Agreement
Importance: High

Hi Donna,

The first draft of the Mutual Release Agreement is attached. Are you still scheduled to meet with WCRC next week? If so, if this document meets your approval I can forward in draft form to Allen Philbrick. I will be out of the office the rest of today and tomorrow but will be checking VM and email periodically.

Best regards,

Dan

DANIEL J. SCHAIRBAUM
DYKEMA GOSSETT PLLC
400 RENAISSANCE CENTER
DETROIT, MI 48243
(313) 568-5352 (DIRECT DIAL)
(313) 568-6701 (FAX)
DSCHAIRBAUM@DYKEMA.COM
<<DET02-#253559-v1-Village_of_Dexter_Mill_Creek_Pond_Release_Agreement.doc>>

Notice from Dykema Gossett PLLC:

To comply with U.S. Treasury regulations, we advise you that any discussion of Federal tax issues in this communication was not intended or written to be used, and cannot be used, by any person (i) for the purpose of avoiding penalties that may be imposed by the Internal Revenue Service, or (ii) to promote, market or recommend to another party any matter addressed herein.

This Internet message may contain information that is privileged, confidential, and exempt from disclosure. It is intended for use only by the person to whom it is addressed. If you have received this in error, please (1) do not forward or use this information in any way; and (2) contact me immediately.

Neither this information block, the typed name of the sender, nor anything else in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

DYKEMA

7/5/2007

MUTUAL RELEASE AGREEMENT

This **Mutual Release Agreement** ("Agreement") is entered into as of July __, 2007, by and between **The Village of Dexter**, a municipal corporation ("Village"), **Washtenaw County Road Commission**, a _____ ("WCRC") and **Ford Motor Company**, a Delaware corporation ("Ford").

Background

A. Due to the deteriorated condition of the existing bridge on Main Street over Mill Creek, WCRC has concluded that the (Dexter) Main Street Bridge (the "Bridge") should be reconstructed (the "Project").

B. On or about May 5, 2006, Village and WCRC entered into that certain (Dexter) Main Street Bridge Road Improvement Agreement (the "Main Street Bridge Agreement"), pursuant to which Village and WCRC agreed, among other things, to investigate the removal of the dam structure currently connected to the Bridge (the "Dam") as part of the Project.

C. WCRC and Village have decided to remove the Dam as part of the Project and move forward with the objectives set forth in the Main Street Bridge Agreement.

D. WCRC, Village and Ford are unsure of whether all or any of them have an ownership interest in the Dam.

E.. Each party wishes to release the other from claims arising out of the ownership and removal of the Dam as more fully set forth herein.

In consideration of the covenants, conditions, and releases provided herein, the receipt and sufficiency of all of which are hereby acknowledged, Village, WCRC and Ford (sometimes referred to individually as a "party," or collectively as the "parties") agree as follows:

Terms

II. Definitions.

As used in this Agreement, the following capitalized terms shall have the following meanings:

A. "Affiliates" shall mean and include, with respect to each party, such party's present and former predecessors, successors, parents, subsidiaries, divisions, shareholders, officers, directors, partners, affiliated partnerships, investors, licensees, heirs, executors, administrators, assigns, employees, attorneys, agents, insurers, representatives, and affiliated entities (whether incorporated or not).

B. "Claim" shall mean and include, without limitation (except as expressly provided in this Agreement), any and all manner of all claims, demands, action or actions, cause or

causes of action, obligations, liens, security interests, encumbrances, agreements, contracts, covenants, suits, controversies, debts, costs, expenses, damages, losses, awards, fines, penalties, judgments, executions, orders, and liabilities of every name and nature, in law, equity or otherwise, whether now known or unknown, asserted or unasserted, accrued or unaccrued, direct or derivative, suspected or unsuspected, fixed or contingent, foreseen or unforeseen arising out of, related to or in connection with the ownership and removal of the Dam. In no event shall the term "Claims" include the "Excluded Matters" as defined in Section IIC. below.

C. "Excluded Matters" shall mean any and all claims, damages, losses and expenses asserted by third parties, including reasonable attorneys' fees, to the extent caused by WCRC (or its contractors or subcontractors, anyone directly or indirectly employed by it or anyone for whose acts it may be liable) negligent act or omission in performance of the work necessary to remove the Dam.

D. "Person" or "Persons" shall mean and include any natural person, corporation, limited liability company, partnership, joint venture, association, unincorporated organization, trust, or any other entity or any nation, state, government entity, or any agency or political subdivision thereof.

III. Releases.

A. Village's Release. Village, for itself, its Affiliates, and for all other Persons who may assert a Claim by or through it, relieves, releases, and forever discharges WCRC, Ford and all Affiliates of WCRC and Ford from any and all Claims that Village at any time heretofore ever had, owned, or held or which Village now has, owns, or holds against, WCRC, Ford or any Affiliates of WCRC and Ford.

B. Ford's Release. Ford, for itself, its Affiliates, and for all other Persons who may assert a Claim by or through it, relieves, releases, and forever discharges WCRC, Village and all Affiliates of WCRC and Village from any and all Claims that Ford at any time heretofore ever had, owned, or held or which Ford now has, owns, or holds against, WCRC, Village or any Affiliates of WCRC and Village.

C. WCRC's Release. WCRC, for itself, its Affiliates, and for all other Persons who may assert a Claim by or through it, relieves, releases, and forever discharges Village, Ford and all Affiliates of Village and Ford from any and all Claims that WCRC at any time heretofore ever had, owned, or held or which WCRC now has, owns, or holds against, Village, Ford or any Affiliates of Village and Ford.

IV. Covenants Not to Sue.

A. Covenant by Village. Village hereby covenants and agrees not to assert, commence, prosecute, or bring any Claim against Ford, WCRC or any of their Affiliates, directly or indirectly, regarding or relating in any manner to any Claims released by Village under Subsection III.A above, and Village further covenants and agrees that this Agreement is a bar to any such Claim.

B. Covenant by Ford. Ford hereby covenants and agrees not to assert, commence, prosecute, or bring any Claim against Village, WCRC or any of their Affiliates, directly or indirectly, regarding or relating in any manner to any Claims released by Ford under Subsection III.B above, and Ford further covenants and agrees that this Agreement is a bar to any such Claim.

C. Covenant by WCRC. WCRC hereby covenants and agrees not to assert, commence, prosecute, or bring any Claim against Village, Ford or any of their Affiliates, directly or indirectly, regarding or relating in any manner to any Claims released by WCRC under Subsection III.C above, and WCRC further covenants and agrees that this Agreement is a bar to any such Claim

V. Intention to Release Unknown Claims.

A. General. This Agreement shall be effective, when executed by both parties, as a full and final release of each and every matter released hereunder. Each party acknowledges that it is aware that it may hereafter discover facts in addition to or different from those that are now known or believed to be true with respect to the subject matter of this Agreement, but that, notwithstanding that fact, it is the intention of the parties to fully, finally, and forever release hereby all Claims, obligations, and other matters released herein and to settle all disputes and differences related to the subject matter hereof, known and unknown, suspected and unsuspected, that now exist, may in the future exist, or heretofore have existed between the parties, and that in furtherance of such intention, the releases given herein shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

VI. No Disparagement. Each of the parties hereto agrees that it will not disparage the other party to this Agreement (including such other party's Affiliates), the other party's products or services, or the other party's business reputation to any third party.

VII. Representation by Counsel. Each party acknowledges and represents and warrants to the other party that such party has been represented by and relied upon counsel of such party's own choosing in the negotiation, preparation, and execution of this Agreement. The language of this Agreement and each term and provision hereof shall be construed individually and as a whole according to its fair meaning and not strictly for or against any party, and it is agreed that no provision hereof shall be construed against any party hereto by virtue of the activities of that party or such party's attorney.

VIII. Representations and Warranties and Indemnification Regarding Non-Assignment of Claims. Each party warrants and represents to the other party that it has not by agreement, operation of law or otherwise, heretofore assigned, transferred, hypothecated, or purported to assign, transfer, or hypothecate to any Person, the whole or any part or portion of such party's Claims which constitute matters released pursuant to this Agreement. Each party warrants and represents to the other party that it is the sole party that has the right, title, and interest in and to the matters such party is releasing. Each party agrees to indemnify, defend, and hold harmless the other party from and against any Claim threatened or instituted against it for any breach by such party of the representations and warranties set forth in Sections IX and X hereof.

IX. Further Representations, Warranties, and Covenants. Each party hereto represents and warrants to the other party and agrees as follows:

A. No action, complaint, claim or proceeding has been commenced, filed, or lodged against any other party relating to any Claim released by the representing and warranting party pursuant to Section III above.

B. Each party has the requisite power, capacity, and authority to execute, deliver, and perform its obligations under this Agreement and to bind the entity on whose behalf such party purports to execute this Agreement.

C. Each party intends this Agreement to be final and binding between and among the parties and their respective Affiliates, and this Agreement is valid and binding upon each party and enforceable against each party in accordance with its terms.

X. Further Actions. The parties shall cooperate in good faith to effectuate all terms and conditions of this Agreement and shall execute and deliver such further documents and shall take such further actions consistent with this Agreement as may be required in order to carry the provisions of this Agreement into effect.

XI. Miscellaneous.

A. Governing Law. The interpretation and enforcement of this Agreement and all matters arising out of or relating to it shall be governed by the laws of the State of Michigan without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.

B. Integration. This Agreement constitutes the entire agreement and understanding between the parties and supersedes and replaces any and all prior negotiations and/or proposed agreements and understandings, whether written or oral, express or implied, between the parties pertaining to the subject matter of this Agreement.

C. Counterparts. This Agreement may be executed in two or more counterparts, which may be returned as an original signature or via facsimile, each of which shall be considered an original, and all of which shall together constitute one and the same instrument.

D. No Other Representations or Warranties. Each party acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce such party to execute and deliver this Agreement, and acknowledges that such party has not executed this instrument in reliance upon any such promise, representation or warranty not contained herein.

E. Survival of Representations, Warranties and Covenants. The representations, warranties, and covenants contained in this Agreement are deemed to and shall survive the execution and delivery of this Agreement by the parties.

F. Confidentiality. The parties agree to keep this Agreement and all of its terms confidential and, except as provided herein, the parties, their agents and attorneys agree to hold confidential and not to disclose to any third party any information or communication, oral or in writing, concerning this Agreement, its terms, or the negotiations preceding it, unless ordered to do so by a court of competent jurisdiction or required by law. Notwithstanding anything in this Subsection XII.F to the contrary, (a) this Agreement (including the releases contained herein) and its terms also may be disclosed by either of the parties in a legal proceeding for the purpose of establishing the defense of bar, release or settlement of claims asserted against that party, or to enforce its terms, (b) a party may disclose the existence and terms of this Agreement to its attorneys, accountants and financial advisors, and (c) a party may make such disclosures of the existence or terms of this Agreement as are required under the applicable rules or regulations of any securities exchange or similar self-regulatory organization.

G. Binding Nature. This Agreement shall inure to the benefit of and be binding upon the parties and their respective Affiliates and their respective successors, assigns and other legal representatives.

H. No Third Party Benefits. Nothing expressed or implied herein is intended to or shall be construed to confer upon or give any Person, other than the parties, any rights or remedies under or by reason of this Agreement.

I. Amendments; Modifications. This Agreement may not be amended, modified, altered, or otherwise changed in any respect except by a written document duly executed and delivered by each of the parties. Each party acknowledges and agrees that such party will make no Claim, and hereby waives any right such party may now or hereafter have, based upon any alleged oral amendment and modification, oral alteration, or other alleged oral change of or to this Agreement.

J. Severability. In the event that any provision or portion thereof of this Agreement should be held to be void, voidable, or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

K. Headings. The various headings to the various Sections of this Agreement have been inserted by convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

L. Attorneys' Fees. Each party shall bear its own attorneys' fees and costs paid or incurred in connection with the negotiation, preparation, execution and delivery of this Agreement. If any party to this Agreement brings an action to enforce its rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, if any, incurred in connection with such action.

[END OF TEXT; SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

VILLAGE OF DEXTER

By: _____
Name: _____
Title: _____

WASHTENAW COUNTY ROAD COMMISSION

By: _____
Name: _____
Title: _____

FORD MOTOR COMPANY

By: _____
Name: _____
Title: _____